



## LEGAL NOTICE

AND

### INVITATION TO COMPETITIVE SEALED PROPOSAL P #026-25

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for Two (2) 4.8 MVAR Capacitor Banks for Ocelot Substation **until 5:00 PM, February 5, 2025** 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 February 6, 2025 at 10:00 AM. Firms can call in at 10:00 AM, February 6, 2025 to (956) 214-6020 to listen to the proposal opening.

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

Each proposal shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"P026-25 TWO (2) 4.8 MVAR CAPACITOR BANKS FOR OCELOT SUBSTATION, FEBRUARY 5, 2025, 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 Capacitor Bank. Additionally, in lieu of supply bond, a letter of credit (LOC) from a Texas institution is acceptable. If the successful firm fails to execute the contract and to furnish a satisfactory Supply Bond within 10 days from the date on which he is notified that his proposal has been accepted, the amount of his check or supply bond shall be forfeited to the Brownsville PUB as mutually agreed to liquidated damages, and not as a penalty.

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

The Brownsville PUB reserves the right to reject any or all 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**

P#026-25 Two (2) 4.8 MVAR Capacitor Banks For Ocelot Substation

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

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

Check one:

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

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

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

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

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

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

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

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

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

Upon return of this acknowledgement form, Capacitor Bank for Ocelot Substation, 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  
(956) 983-6375

or

Diane Solitaire,  
Purchasing & Materials Manager  
(956) 983-6366

- **Tentative Time Line**

1. January 21, 2025 through February 5, 2025 - Vendors work on proposal.
2. February 5, 2025 at 5:00 PM CST - **Vendor must submit 2 sets of sealed proposal documents in an envelope to:**

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, TX 78575

Proposal P026-25, Two (2) 4.8 MVAR Capacitor Banks for Ocelot Substation  
**Due on February 5, 2025 at 5:00 PM CST**

*The above noted information must be included on the proposal 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 proposals.*

3. January 31, 2025 – Last day to submit questions
4. February 6, 2025 – Proposal Acknowledgement at 10:10 AM CST
5. February 7, 2025 – February 21, 2025 - Evaluate proposal documents
6. February 24, 2025 - Provide Final Recommendations
7. March 10, 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 February 5, 2025**.

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board  
Attention: Diane Solitaire  
1155 FM 511  
Olmito, TX 78575  
**“P026-25 Capacitor Bank for Ocelot Substation  
February 5, 2025 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 Capacitor Banks shall be delivered FOB to 1495 Robinhood Drive, Brownsville, Texas. An equipment contract for proposal will be placed into effect after evaluation and final approval by BPUB Board of Directors.

### **DELIVERY**

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

### **BROWNSVILLE PUB RIGHTS**

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

Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.

6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

### **CORRECTIONS**

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

### **PROJECTED PROJECT TIMELINE**

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

RFP Issued:	January 21, 2025
Last day to submit questions:	January 31, 2025
Proposals due:	<b>February 5, 2025 by 5:00 PM CST</b>
Proposals Acknowledgment:	February 6, 2025 at 10:00 AM
Proposals evaluated:	February 7– 21, 2025
Board approval of contract award:	March 10, 2025
Contract Executed:	TBD
Project Start Date:	TBD

### **REFERENCE CHECKS**

The BPUB will contact prospective firm's references by email or telephone. Provide company name, address, email address, telephone number and contact name for **three (3) references**. Complete the attached "**Previous Customer Reference Worksheet**", **Page 39**, 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. López, Purchasing Department, by phone at (956) 983-6375 or by email at [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

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

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

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



Firms shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

### **EVALUATION PROCEDURE AND CRITERIA**

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

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

Evaluation Criteria	Possible Points
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

## **SAMPLE EQUIPMENT CONTRACT**

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

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

### **P026-25, TWO (2) 4.8 MVAR CAPACITOR BANKS FOR THE OCELOT SUBSTATION**

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

#### **SECTION 1 - ACCEPTANCE OF PROPOSAL**

- (a) The Purchaser accepts the Proposal which is attached hereto and by this reference made a part hereof, and the parties hereto agree that the Seller shall sell and deliver to the Purchaser and the Purchaser shall purchase and receive from the Seller the equipment (hereinafter called the “Equipment”) described in the Proposal upon the terms and conditions herein stated.
- (b) The prices set forth in the Proposal include the cost of delivery all Equipment to:  
  
BPUB Warehouse, 1495 Robinhood Drive, Brownsville, Texas, 78521.
- (c) 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.

**SECTION 2 - DELIVERY.** The Seller shall deliver the Equipment between and including **November 2025** and **January 2026** (the “Delivery Window”), with delivery as noted on written order or orders of the Purchaser. Timely delivery of the Equipment is of the essence under this Agreement. If Seller fails to deliver the Equipment in full during the Delivery Window, Purchaser may, at Purchaser’s sole option, (i) agree in writing to a delivery date outside of the Delivery Window, or (ii) terminate this Agreement immediately, without liability to Seller, by providing written notice to Seller and Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses attributable to Seller’s failure to comply with full delivery of the Equipment during the Delivery Window. Seller shall in no event deliver any Equipment to Purchaser in partial fulfillment of the quantity purchased under this Agreement except with Purchaser’s prior written consent, which may be withheld in Purchaser’s sole discretion.

**SECTION 3 - SHIPPING TERMS.** Seller shall pay all costs of carriage and insuring the Equipment in transit to the Delivery Location. Seller shall give written notice of shipment to

Purchaser when the Equipment is delivered to the carrier for transportation. Seller shall provide Purchaser a detailed statement of all Equipment shipped and all shipping documents, including, as applicable, the commercial invoice, packing list (including the quantity of goods in the shipment and the number of cartons or containers in the shipment), bill of lading and any other documents necessary to release the Equipment to Purchaser within two (2) business days after Seller delivers the Equipment to the carrier. Seller shall properly pack, mark, and ship Equipment as instructed by Purchaser, if applicable, and otherwise in accordance with applicable law and industry standards.

**SECTION 4 - TITLE AND RISK OF LOSS.** Title passes to Purchaser upon delivery of the Equipment to the Delivery Location. Seller bears all risk of loss or damage to the Equipment until delivery of the Equipment to the Delivery Location.

**SECTION 5 - PAYMENT.** The Purchaser shall, within thirty (30) days of the later of (i) full receipt of the Equipment at the Delivery Location and (ii) receipt of the invoice of Seller for the Equipment, pay to the Seller ninety-five percent (95%) of the contract price of the Equipment, subject to the dispute of any amounts by Purchaser in good faith. When the Equipment has been installed, placed in satisfactory operation, tested and accepted by the Purchaser, the Purchaser shall make final payments all remaining amounts to the Seller; provided, however, such final payment shall be made not later than one-hundred eighty (180) days after delivery of the Equipment, unless such acceptance by the Purchaser shall be withheld because of the fault of the Seller.

**SECTION 6 - DEFECTIVE MATERIAL AND WORKMANSHIP**

- (a) 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 the source of any Equipment and provide adequate facilities for testing and inspecting the Equipment at the plant of the Seller.
- (b) Purchaser has the right to inspect the Equipment on or after the date of delivery of the Equipment to the Purchaser (the “Delivery Date”) for a period equal to (i) one year after the Delivery Date or (ii) the expiration of any guarantee or general warranty of the Equipment, whichever is longer (the “Inspection Period”). During the Inspection Period, Purchaser may reject all or any portion of the Equipment which is defective, damaged, or otherwise does not conform with the Specifications attached hereto and made a part hereof or with the guarantees, if any, of the Seller and the manufacturer. If Purchaser rejects any portion of the Equipment, Purchaser has the right, at its sole option and effective upon written notice to Seller, to: (a) terminate this Agreement in its entirety, without liability to Seller; or (b) require repair or replacement of the rejected Equipment. If applicable, Purchaser shall ship the rejected Equipment to Seller at Seller’s risk and expense. If Purchaser requires repair or replacement of the rejected Equipment, Seller shall, at its risk and expense, promptly repair or replace such Equipment and pay for all related expenses, including, but not limited to, the transportation charges for the return of the rejected Equipment and the delivery of repaired or replacement Equipment. Any exercise by Purchaser of its rights and remedies under this Section 4 shall not reduce Seller’s obligations or Purchaser’s rights

and remedies under this Agreement or applicable law, and Purchaser shall have the right to conduct further inspections after Seller has carried out any remedial actions.

**SECTION 7 - INDEMNIFICATION.** Seller shall indemnify, defend, and hold harmless Purchaser and its officers, directors, managers, advisors, employees, agents, affiliates, successors, and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party arising out of or occurring in connection with the Equipment or Seller’s negligence, willful misconduct, or breach of this Agreement. Seller shall not enter into any settlement without Purchaser’s or, as applicable, another Indemnified Party’s prior written consent.

**SECTION 8 - TERMINATION.** In addition to any other remedies that may be provided under this Agreement or otherwise, Purchaser may terminate this Agreement with immediate effect upon written notice to Seller if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. Termination due to a Force Majeure Event is subject to the provisions of Section 9. If Purchaser terminates this Agreement for any reason hereunder, Seller’s sole and exclusive remedy is payment for Equipment received and accepted by Buyer prior to the termination.

**SECTION 9 – FORCE MAJEURE.**

- (a) Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party’s (the “Impacted Party”) failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or action; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (viii) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.
- (b) The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a

period of thirty (30) consecutive days following written notice given by it under this Section 9(b), the other party may thereafter terminate this Agreement upon five (5) days' written notice.

## SECTION 10 - MISCELLANEOUS

- (a) **Governing Law.** This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in Cameron County, Texas. Jurisdiction and venue shall be in Cameron County, Texas, and each of the Parties submit to personal jurisdiction in the state district courts in such county.
- (b) **Counterparts.** The Parties may execute this Agreement in counterparts, all of which when taken together shall comprise one agreement, and each counterpart, when executed, shall have the efficacy of a signed original. Signatures for this Agreement and/or any of the transaction documents contemplated herein that are transmitted electronically or by facsimile, including emailed PDF signatures, shall be valid as originals.
- (c) **Verifications.**
  - i. **No Boycott of Israel.** To the extent this Agreement constitutes an agreement for goods or services for which a written verification is required under Texas law, Seller hereby verifies that it, its wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and Seller represents that it will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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. "Affiliate" includes an entity that controls, is controlled by, or is under common control with Seller and exists to make a profit.
  - ii. Seller is not a Terrorist Organization. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Seller represents that neither it nor any of its wholly- or majority-owned subsidiaries and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

- iii. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, to the extent such Section does not contravene applicable Federal law, and excludes Seller and each of its wholly- or majority-owned subsidiaries and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. “Affiliate” includes any entity that controls, is controlled by, or is under common control with Seller and exists to make a profit.
- iv. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes an agreement for goods or services for which a written verification is required under Texas law, Seller hereby verifies that it and its wholly- or majority- owned subsidiaries and other affiliates, if any, do not boycott energy companies and Seller represents that it will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term in Section 809.001(1), Texas Government Code. “Affiliate” includes an entity that controls, is controlled by, or is under common control with Seller and exists to make a profit.
- v. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes an agreement for the purchase of goods or services for which a written verification is required under Texas law, Seller hereby verifies that it and its wholly- or majority- owned subsidiaries and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Seller represents that it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent Section 2274.002, Texas Government Code 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(3), Texas Government Code. “Affiliate” includes an entity that controls, is controlled by, or is under common control with Seller and exists to make a profit.

- vi. **HB 1295 Compliance.** Seller will comply with Section 2252.908 of the Texas Government Code, which requires Seller to fill out a conflict-of-interest form (“Disclosure of Interested Parties”) and file it with the City of Brownsville at the time the signed Agreement is submitted. The City of Brownsville will file it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

- (d) 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 Agreement.
- (e) 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, corporation, or other entity for the performance of the Seller’s obligations hereunder, or any part thereof, without the approval in writing of the Purchaser.
- (f) The Seller agrees to pay liquidated damages, not as a penalty, the amount of \$500.00 per day per transformer, if power transformers are not delivered within the delivery time specified in Section 2 of this contract.
- (g) The Seller agrees to furnish a **Material Supply Bond** in the amount of the proposal.
- (h) **Compliance with Law.** Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- (i) **Setoff.** Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Purchaser to Seller under this Agreement.
- (j) **Third Parties.** The parties agree that there are no third-party beneficiaries to this Agreement. This Agreement shall not be construed as creating any rights in any third party or any duty to any third party. Affiliates of Seller do not constitute a third party.
- (k) **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

- (l) **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 7 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- (m) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (n) **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (o) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if Purchaser terminates the Agreement in accordance with Section 8, Seller's sole and exclusive remedy is the right to payment for the Equipment received and accepted.
- (p) **Amendments.** No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each party.
- (q) **Authority.** The respective signatories to this Agreement covenant that they are fully authorized to sign and execute this Agreement on behalf of their respective party, and by such signature each such person represents that they have obtained all the necessary authority and approval to execute the Agreement.



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

[VENDOR’S NAME]

By: \_\_\_\_\_  
[Authorized signature]  
[Title]

PUBLIC UTILITIES BOARD OF THE  
CITY OF BROWNSVILLE, TEXAS

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

**PROPOSAL SCHEDULE  
P026-25**

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 "Proponent ~~Bidder~~ ") hereby proposes to furnish and deliver

**Two (2) 4.8 MVAR Capacitor Banks for Ocelot Substation**

(hereinafter called the "Equipment") described in the Plans and Specifications attached hereto and made a part hereof for the following prices:

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Cost</u>
2 each	Capacitor Bank	\$_____	\$_____
	Extended three year Warranty	\$_____	\$_____
	Shipping (No shipping splits)	\$_____	\$_____
	Witness Testing (two persons/one trip)	\$_____	\$_____
	Total Proposal Price:		\$_____

Testing Facility Address: \_\_\_\_\_

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

2. Price of the Equipment set forth herein shall include the cost of delivery of the capacitor bank to BPUB Warehouse, 1495 Robinhood Drive, Brownsville, Texas, 78521.

Such delivery shall be made within 180 days after the receipt of the purchase order of the Purchaser.

3. This Proposal is made pursuant to the provisions of the Notice and Instructions to Proponents and the Proposer agrees to the terms and conditions thereof.
4. The Proponent Proposer warrants the accuracy of all statements contained in the Proposer'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.
5. The Proposer's warrants that this Proposal is made in good faith and without collusion or connection with any other person or persons proposing for the same work.
6. The Proposer agrees that, in the event this Proposal is accepted, it will execute a Contract in the form attached hereto.
7. The Proposer warrants that the Equipment will conform to the performance data and guarantees which are attached hereto and by this reference made a part hereof.
8. If, in submitting this Proposal, the Proposer has made any change in the form of Proposal or Contract furnished by the Owner, the Proposer 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 Proposer within ninety (90) days after the date hereof.

\_\_\_\_\_  
Name of Authorized Representative

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

SPECIFICATIONS FOR  
CAPACITOR BANK  
  
FOR USE IN THE  
OCELOT SUBSTATION

BROWNSVILLE PUBLIC UTILITIES BOARD

P.O. Box 3270

Brownsville, Texas 78523

February 2025

## SPECIFICATION TABLE OF CONTENTS

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## 1.0 Scope and Schedule

The Vendor shall furnish and deliver to the Brownsville Public Utilities Board (BPUB), two (2) open air three-phase 4.8-MVAR Capacitor Bank including the metal support structures, installation hardware and appurtenances. The Capacitor Bank shall operate at 12.47 kV and shall comply with the terms and conditions of this specification to the complete satisfaction of the PUB and the Engineer.

## 2.0 Definitions

Owner: Brownsville Public Utilities Board  
Engineer: Ellett & Gaynor  
Vendor: The party responsible for manufacturing, furnishing, and/or installing the capacitor banks

## 3.0 General Requirements

The outdoor Capacitor Bank shall be furnished complete with all components and accessories necessary for installation and shall include the following:

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

3.2

ANSI/IEEE:

18-2002

Shunt Power Capacitors

C37.43

High Voltage Expulsion, Current-Limiting, and Combination-Type Distribution and Power Class External Fuses, with Rated Voltages from 1 kV through 38 kV, Used for the Protection of Shunt Capacitors

C37.66

Capacitor Switches for AC Systems (1kV to 38kV)

C57.32-2015

Requirements, Terminology, and Test Procedures for Neutral Grounding Devices

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

3.3 Drawings, drawing schedule, and other specified information shall be in AutoCAD 2013 (or higher) format. Instruction manuals shall be written in Microsoft Word or other standard word processors.

3.4 The Vendor shall be responsible for disassembly and preparation of equipment for shipment.

3.5 The attached Single Line Dwgs. **E8-4-RB and E8-3-RB** shall be an integral part of this specification. The drawings and this specification shall govern and determine

the requirements, ratings, size, physical and electrical orientation, and location of Capacitor Bank #1.

#### **4.0 Service Conditions**

##### **4.1 General Description of Equipment Function**

The capacitor bank and associated equipment shall be installed on an electrical utility system located in the Rio Grande Valley of South Texas for utility distribution.

##### **4.2 Physical Location and Plant Site**

The capacitor banks shall be installed outdoor, with equipment subjected to the following environmental conditions:

Minimum Temperature:	20 Degrees Fahrenheit
Maximum Temperature:	110 Degrees Fahrenheit
Maximum Wind Loading:	150 MPH Wind
Maximum Humidity:	100%
Salt Contamination:	100%
Altitude:	Less than 3300 feet
IBC Seismic Zone:	A

#### **5.0 Design Data**

##### **5.1 Electrical Systems Information**

Nominal system voltage rating (Line to Line): 12.47-kV  
System connection: 3 Wire Wye Solidly Grounded  
Available Fault Current (Sym. RMS): 23,000-A

##### **5.2 Standards**

The capacitor bank shall be designed, fabricated and tested in accordance with ANSI/IEEE Std. 18-2002

##### **5.3 Technical Requirements**

###### **5.3.1 General**

The equipment supplied under this specification shall conform to the requirements of the standards referenced in section 3.1 of this specification and to the requirements stated herein.

###### **5.3.2 Capacitor Bank Structure**



- 5.3.2.1 The shunt capacitor banks shall be outdoor, open structured type with capacitors connected in series and parallel groups as determined by the Vendor.
- 5.3.2.2 The capacitor bank frame support structures shall be designed and manufactured to install the capacitor units, vacuum circuit switch, neutral grounding transformer, and voltage transformers.
- 5.3.2.3 Legs of the frame shall allow the capacitor rack (with all accessories installed) to sit level on the ground with provision for NEMA 4-holes stainless steel pad for grounding.
- 5.3.2.4 Provision shall be provided for the proper level lifting of the frame to install on site pads.
- 5.3.2.5 Proper mounting brackets shall be supplied for mounting accessory equipment such as capacitor switch and neutral grounding transformer.
- 5.3.2.6 Solid copper wire for wiring the capacitor units and all accessory equipment where appropriate.
- 5.3.2.7 Bird guards for the capacitor units and switches to be supplied as required.
- 5.3.2.8 Galvanized steel hardware for mounting capacitor units and the required accessories.
- 5.3.2.9 All hardware and materials for electrical and mechanical connections shall be furnished with the capacitor bank.
- 5.3.2.10 The capacitor rack shall have proper electrical clearances for the specified voltage rating.
- 5.3.2.11 The rack frame shall be capable of mounting standard capacitor units without requiring multiple rack sizes for different size KVAR units.

### 5.3.3 Capacitor Units

- 5.3.3.1 All capacitors shall have stainless steel tanks. Type 400 or approved equivalent.
- 5.3.3.2 Each capacitor bank unit shall be **200kVAR or 400kVAR only**.
- 5.3.3.3 All capacitors **shall be equipped with two bushings** as determined by the Vendor. Bushings shall be wet-process porcelain, glazed, light-gray (Munsell 5BG-7.0/0.4, ANSI 70).

- 5.3.3.4 Capacitor tanks shall have a light-gray epoxy topcoat (Munsell 5BG-7.0/0.4, ANSI 70).
- 5.3.3.5 Bushings shall be hermetically sealed to the capacitor tank.
- 5.3.3.6 All capacitors shall be equipped with a NON-PCB decal on the tank to provide quick and easy identification.
- 5.3.3.7 All capacitors shall be equipped with a stainless-steel nameplate containing complete rating information and month and year of manufacture.
- 5.3.3.8 All capacitors shall have an internal discharge resistor in accordance with the latest applicable NEMA and ANSI standards.
- 5.3.3.9 Design

All capacitors shall be all-film dielectric type. Paper/film dielectric capacitors will not be considered.

The dielectric fluid shall be NON-PCB.

All capacitors shall be designed so that the DIV ratio to operating stress will not be less than 180% at room temperature.

Internal pack construction shall be of the extended foil, mechanically crimped type. Tab style construction will not be accepted.

#### 5.3.4 Capacitor Switch

- 5.3.4.1 Each 4.8 MVAR capacitor bank shall be provided with a three-phase Vacuum Capacitor Switch equipped with magnetic type actuator rated and certified per ANSI C37.66. Vacuum Capacitor Switch shall be Cooper Power Type VCS-3.
- 5.3.4.2 The capacitor switch shall be an integral component of the capacitor bank assembly.
- 5.3.4.3 The capacitor switch shall be rated as follows:
  - Nominal Voltage: 14.4 kV
  - Rated Basic Impulse Level (BIL): 110 kV
  - Continuous Current: 400A
  - Rated Load Break Capability from 10% to 100% power factor: 400A

- 5.3.4.4 An interlocking means shall be provided to prevent the capacitor switch from being closed unless the upstream circuit breaker is energized and closed.

#### 5.3.5 Neutral Grounding Transformer

- 5.3.5.1 Each 4.8 MVAR capacitor bank shall be provided with neutral grounding transformer built per ANSI/IEEE C57.32-2015
- 5.3.5.2 The Neutral Grounding Transformer shall be an integral component of the capacitor bank assembly.
- 5.3.5.3 The Neutral Grounding Transformer shall be provided with primary and secondary fuse protection.
- 5.3.5.4 The enclosure shall be rated NEMA 4X and meet site condition as shown on section 4.2.

#### 5.3.6 Capacitor Bank Instrument Transformers

- 5.3.6.1 One (1) two-bushing potential transformer shall be installed per phase. The potential transformers shall be installed with one bushing terminated on the capacitor intermediate point and the other bushing terminated on the ground. The potential transformers shall be sized by the manufacturer.

### 6.0 Tests

- 6.1 All capacitor unit tests shall be performed in accordance with NEMA CP1-1988 or ANSI/IEEE Std. 18-1992 and tested at 4.3 times rated voltage DC, or 2.0 times rated voltage AC.
- 6.2 Type test reports previously performed must be made available upon request.
- 6.3 The Vendor shall monitor and record the capacitance value of each capacitor unit during processing to insure complete impregnation.
- 6.4 All NEMA routine production tests shall be performed and recorded.

### 7.0 Quality

The manufacturer shall submit with the proposal information confirming the quality control procedures and quality standard used in the manufacture of the capacitor bank system.

### 8.0 Documentation

- 8.1 **With Proposal**, Vendor shall furnish proposed layout of equipment, showing

estimated dimensions and weights (with preliminary foundation reaction data).

- 8.2 Prior to manufacture, three sets of drawings for approval shall be furnished to the Engineer and one set of drawings to BPUB. The drawings shall include General Arrangement, Three Line Power Diagrams, Schematic Diagram, Wiring Diagrams, Equipment Drawings (showing floor plan, front view elevations and typical sectional views), Installation Drawings (showing dimensions and weights of all shipping sections and location and type of all interconnections between shipping splits as needed), Bill of Materials, Individual Catalog Sheets for all components listed on Bill of Material, Quality Assurance Outline, Description of Welding Process, and Description of Painting Process. Drawings shall be in AutoCAD 2013 (or higher) format.

- 8.3 Approval documents shall be sent to:

Engineer:  
Michael Jaco, P.E.  
Ellett & Gaynor, LLC  
4652 Lawrenceville Highway, Suite 200  
Amarillo, Texas 791095284

BPUB/Owner:  
Cesar A. Cortinas, P.E.  
Director of Electrical Engineering  
System Operations  
Brownsville Public Utilities Board  
1425 Robinhood Drive  
Brownsville, TX 78523-3270

- 8.4 Certified "As Built" Documentation for Record Purposes shall include General Arrangement, Three Line Power Diagrams, Schematic Diagram, Point to Point Wiring Diagrams, Bill of Materials, Individual Catalog Sheets for all components listed on Bill of Material, Operations Manuals, Certified Test Reports, and Spare Parts List. One set of all drawings in AutoCAD 2013 (or higher) format shall also be sent to the Owner and the Engineer.
- 8.5 In addition, the Vendor shall furnish three sets of Certified "As Built" binded drawings consisting of General Arrangement, Three Line Power Diagrams, Schematic Diagram, Point to Point Wiring Diagrams, Bill of Materials, Operations Manuals, Certified Test Reports and Spare Parts Lists in AutoCAD 2013 (or higher) format on CD-ROM to the Brownsville Public Utilities Board, Brownsville, Texas.

## **9.0 Inspection and Tests**

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

## **10.0 Shipping**

Each capacitor bank shall be shipped and completely assembled as a unit to 1495 Robinhood Drive, Brownsville, Texas. Equipment received via rail or truck and shall be provided with lifting eyes. Equipment shall be supplied with shipping braces and jack supports for handling by crane. Adequate protection shall be provided to prevent damage during shipment and handling. The equipment, packages, etc. shall be clearly marked for shipment as follows:

- a. Project and location.
- b. Purchase order number.
- c. Item number.
- d. Supplier's order number.

## **11.0 Warranty**

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

## REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire		
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89	<input type="checkbox"/>	<input type="checkbox"/>
	Previous Reference work Sheet	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Proposal Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

## ETHICS STATEMENT

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

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 they have 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 they have 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 they have 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 they have 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 NEGLIGENT 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

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, 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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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

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

Section 1. (a)

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

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

Section 1. (b)

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

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

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

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

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

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

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

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

Organization Name  
State Law Verifications

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

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") Request for Proposal P026-25 (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

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:
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[illegible]

**Request for Taxpayer  
Identification Number and Certification**

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

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

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

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

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

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

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

**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](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

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

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

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization																
<b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)																	
<b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table border="0" style="width:100%"><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			
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<input type="checkbox"/> International organization																	
<b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0" style="width:100%"><tr><td style="width:50%; vertical-align:top;"><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 style="width:50%; vertical-align:top;"><input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. 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. 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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.	<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.														
<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.	<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.																
<b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address). <table border="1" style="width:100%"><tr><td style="width:70%">City or town, state or province. Include postal code where appropriate.</td><td style="width:30%">Country</td></tr></table>		City or town, state or province. Include postal code where appropriate.	Country														
City or town, state or province. Include postal code where appropriate.	Country																
<b>7</b> Mailing address (if different from above) <table border="1" style="width:100%"><tr><td style="width:70%">City or town, state or province. Include postal code where appropriate.</td><td style="width:30%">Country</td></tr></table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

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