



LEGAL NOTICE

AND

INVITATION TO SUBMIT COMPETITIVE SEALED PROPOSALS P065-25

The Brownsville Public Utilities Board will accept sealed proposals for the Water Port Substation Relay Switchboard Panels **until 5:00 PM, July 2, 2025** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Proposals received after this time will not be considered.**

Proposals will be publicly opened and read aloud on July 3, 2025 at 10:00 AM. Vendors can call in at 10:00 AM, July 3, 2025 to (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at Brownsville Public Utilities Board website at https://www.brownsville-pub.com/rfp_status/open/.

Please mark on the **outside of the envelope and on any carrier's envelope**: "**P065-25 WATER PORT SUBSTATION RELAY SWITCHBOARD PANELS, JULY 2, 2025, 5:00 PM**", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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. **No proposal will be accepted via electronic transmission or facsimile.**

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 considering the relative importance of price and the other evaluation factors included herein.

BY:

Diane Solitaire
Purchasing
(956) 983-6366

Please submit this page upon receipt.

ACKNOWLEDGEMENT FORM

P065-25 Water Port Substation Relay Switchboard Panels

For any clarifications, please contact Nicole Espinoza at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6353 or via e-mail: nespinoza@brownsville-pub.com or to Hugo E. López (956) 983-6375 or via e-mail: hlopez@brownsville-pub.com

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

Check one:

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

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

Email: _____

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

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

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE, PLEASE EMAIL THIS PAGE TO NUMBER LISTED ABOVE

Special Instructions

Contract Information

- **Interpretation**

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

Nicole Espinoza,
Buyer
(956) 983-6353

or

Hugo E. López,
Purchasing Administrator
(956) 983-6375

- **Tentative Time Line**

1. June 16, 2025 through July 2, 2025 - Vendors work on proposal.
2. July 2, 2025 at 5:00 PM CST - **Vendor must submit 1 set of proposal documents sealed in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, TX 78575

Proposal #P065-25 Water Port Substation Relay Switchboard Panels
Due on July 2, 2025 at 5:00 PM CST

The above noted information must be included on 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.

1. June 23, 2025- Last day to submit questions
2. July 3, 2025 - Open proposals at 10:00 AM
3. July 7, 2025 – July 25, 2025 - Evaluate proposals
4. July 28, 2025 – Provide Final Recommendations
5. August 11, 2025 - Send to Utilities Board for approval
6. Term of contract will commence August 2025

- **Or Equal**

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If proposing on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Quote unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. Price shall remain in effect until all material has been received and accepted.

All fields (UNIT PRICE & EST DELIVERY IN DAYS) in the Proposal Schedule must be filled. The data must be complete to identify the proposing brand.

Failure to submit any of the above information with the sealed proposal will disqualify proposal.

- **Vendor Representative**

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

- **Quality of Products**

All items must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

20%	the purchase price;
20%	the reputation of the Offeror and of the Offeror's goods or service
30%	the quality of the Offeror's goods or services and the extent equipment meets specifications
25%	the extent to which the goods or services meet the BPUB's needs; including stock availability and time and conditions of delivery
5%	the Offeror's past relationship with the BPUB
100%	TOTAL

Safety record will be considered when determining the responsibility of the Offeror. Any Offeror-proposed revisions to BPUB's standard terms and conditions, to the extent not deemed unresponsive, will be considered in the appropriate category (or categories) above, depending on effects of revision. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, subcontractors and suppliers will be considered when determining the responsibility of the Offeror, and/or the Offeror's reputation.

- **Selection**

The BPUB will award the contract to the responsive and responsible offeror who provides the goods or services at the best value to the BPUB based on the criteria outlined above pursuant to Texas Local Government Code 252.043. **BPUB will not be bound to accept the lowest price Proposal if BPUB determines that the Proposal does not provide the best value.**

- **Award**

Pursuant to Texas Local Government Code 252.042, the BPUB reserves the right to conduct discussions in accordance with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract to negotiate price changes. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. During this discussion period, the BPUB will not disclose any information regarding proposal submittals to other offerors. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. Upon BPUB Board's final action on this Request for Competitive Sealed Proposal, such as execution of the contract(s), the proposals will become public record and contents may be disclosed upon request.

- **Contract with Vendor/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.

- **Vendor ACH (Direct Deposit) Services**

The BPUB 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 W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W-9 or W-8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with proposal response.** Attached are sample forms.

- **Taxes**

The Brownsville Public Utilities Board is exempt from Federal Excise Tax, State 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 contractor 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.

- **As Needed Basis (NOT APPLICABLE)**

Quantities are to be released on an “as needed” basis and be billed as such. However, successful vendor must keep in stock one (1) release, if requested in proposal, for immediate shipment to the BPUB. Brownsville PUB will not accept the full quantity at one time as specified on Cost Sheet.

- **Contract and Purchase Order**

The relay switchboard panels shall be delivered FOB Brownsville, Water Port Substation, 3160 N. Indiana Ave., Brownsville, Texas 78521. A contract will be placed into effect after evaluation and final approval by the BPUB Board.

- **Delivery**

Delivery of the material will only be accepted during normal working hours, **Monday thru Friday, 9:00 AM to 4:00 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 Public Utilities Board Rights**

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-proposal, 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 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 vendor/contractor) and if Offeror/vendor 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 vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease quantities. In proposal, stipulate whether an increase or decrease in quantities will affect proposal price.
7. The Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

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

EQUIPMENT CONTRACT

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

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

(2 ea) Substation Relay Switchboard Panels

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

SECTION 1 – ACCEPTANCE OF PROPOSAL.

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.

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

SECTION 2 – DELIVERY.

The Seller shall deliver the Equipment within 24 weeks after receipt of the purchase order from the Purchaser. The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Seller, including, but not limited to, acts of God, fires, strikes, and floods.

SECTION 3 – PAYMENT.

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

SECTION 4 – DEFECTIVE MATERIAL AND WORKMANSHIP.

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

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

SECTION 5 – MISCELLANEOUS.

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

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

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

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

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

PUBLIC UTILITIES BOARD
OF THE CITY OF BROWNSVILLE

(Insert Vendor's Name)

By: _____

Marilyn D. Gilbert, MBA
General Manager & CEO

By: _____

(insert name)
(insert title)

Attest: _____

Secretary

Attest: _____

Secretary

Date: _____

Date: _____

**PROPOSAL SCHEDULE
P065-25**

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 "Offeror") hereby proposes to furnish and deliver

Two (2) Substation Relay Switchboard Panels (Panels 106 & 107)

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

- | | | |
|-----|--|----------|
| 1.) | Switchboard Panels | \$ _____ |
| 2.) | Wiring Diagrams | \$ _____ |
| 3.) | Extended three-year warranty | \$ _____ |
| 4.) | Spare Parts | \$ _____ |
| 5.) | Shipped with all panels attached
(No shipping splits) | \$ _____ |
| 6.) | Fiber patch panel/enclosure | \$ _____ |
| 7.) | Witness Inspection & Tests
(Section 7 of the Technical Specs) | \$ _____ |
| | <i>Total Proposal:</i> | \$ _____ |

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 substation switchboard panels to The Water Port Substation, 3160 N. Indiana Ave., Brownsville, TX 78521.

Such delivery shall be made within 24 weeks after the receipt of the purchase order from the Purchaser.

3. This Proposal is made pursuant to the provisions of the Notice and Instructions to Offerors and the Offeror agrees to the terms and conditions thereof.
4. The Offeror warrants the accuracy of all statements contained in the Offeror'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 Offeror 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 Offeror agrees that, in the event this Proposal is accepted, it will execute a Contract in the form attached hereto.
7. The Offeror 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 Offeror has made any change in the form of Proposal or Contract furnished by the Owner, the Offeror 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 Offeror within ninety (90) days after the date hereof.

Name of Offeror

Address of Offeror

By _____
Signature (Failure to sign disqualifies proposal)

Date

Title of Officer

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

Name: _____

Telephone: _____

Address: _____

Email: _____



CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
WATER PORT SUBSTATION
RELAY SWITCHBOARD PANELS

P065-25

BROWNSVILLE PUBLIC UTILITIES BOARD
P.O. Box 3270
Brownsville, Texas 78523-3270

1.0 Scope

The Vendor shall furnish and deliver the switchboard panels to the Water Port Substation site of the Brownsville Public Utilities Board (BPUB), Brownsville, Texas. The panels will operate a 12.5kV outdoor lineup of new metal clad switchgear, a new 138kV circuit switcher and interface with two existing 138kV breakers and communicate with SCADA. Work in general includes, but is not limited to, the design, manufacture, delivery, testing, documentation, operator training, and spare parts as required to implement a fully operational Switchboard Control/Metering/Relay/SCADA Panel.

2.0 General Requirements

The switchboard panels shall hold all components and accessories necessary to interface with the new metalclad switchgear, a new substation transformer, a new 138kV circuit switcher, and two existing 138kV breakers. This will be two new panels added to existing line-up of five panels for a total of seven and shall include the following:

- 2.1 Design, detail, material, fabrication, assembly, testing and delivery should comply with the latest revisions of ANSI, NEMA, and IEEE standards. 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.
- 2.2 Drawings, drawing schedule, and other specified information shall be in AutoCAD 2013 format. Instruction manuals shall be provided in MS Word format or other standard word processing.
- 2.3 The Vendor shall be responsible for disassembly and preparation of equipment for shipment. Identification and marking of shipping splits, if necessary, shall be as listed in this specification.
- 2.4 The attached drawings shall be an integral part of this specification. The diagrams shall govern and determine the requirements and ratings of all units and auxiliary devices. The attached drawings are: WP_003B-1, WP_003B-2, WP_003C-1, WP_003C-2, WP_004B-1, WP_004C-1, WP_004D-1, WP_004E-1 WP_004F-1, WP_005C-3, WP_005C-4, WP_006A-6, WP_006A-7, WP_006A-8, WP_006A-9, WP_006A-10, WP_006A-11, WP_006A-12, WP_006B-1, WP_007A-5. A complete set of schematics will be forwarded to the winning Offeror approximately 3 weeks after proposal is awarded.

3.0 General Description of Equipment Function

The switchboard panels and associated equipment shall be installed in an electrical utility system located in the City of Brownsville, Texas for utility distribution. The switchboard panels shall be installed indoors in a temperature-controlled environment.

4.0 General Switchboard Panel Requirements

The contractor shall manufacture and test the switchboard panels in accordance with the following latest standards:

- a. American National Standard Institute (ANSI).
- b. National Electrical Manufacturers Association (NEMA), SG5.
- c. Institute of Electrical and Electronics Engineers (IEEE), C2, C37.21, C37.90.1
- d. National Fire Protection Association (NFPA), 70

All material used in the construction of the equipment shall be new, unused, non-surplus materials of current design. The materials shall include all specified accessories.

4.1 Design Data

The switchboard panels shall be fabricated of 11-gauge (minimum) cold rolled steel. Base structures with heavy gauge structural reinforcing members are required. All hardware shall be stainless steel. Any holes cut shall be ground smooth with grommets applied to prevent any damage to items passing through.

The switchboard shall have a copper ground bus, minimum of 1/4"x 1", provided for the entire length of the panels. Seamless 2-hole compression type connectors shall be provided at both ends of the ground bus for connection to a 4/0 AWG copper ground cable. The copper ground bus shall be drilled and tapped (#10-32NF) on 2" centers. There shall be provisions to connect the panel ground bars together including hardware. Holes shall be properly cut and smoothed as needed.

The size of the panels shall be as shown on the drawing. The panel exterior color shall be gray and the interior color shall be white.

The switchboard panel shall be installed 4 feet away from a control room wall. Panels shall have provisions for bolting to the floor. There shall be vertical and horizontal supports to keep the panels upright.

The majority of the field control wiring shall enter the switchboard panels from an overhead cable tray.

The manufacturer shall install a commercial grade receptacle strip with at least 3-receptacles 120 volts, 20 amperes, 60 Hz, 2 poles, 3 wire. **This should be located on the front bottom of Panel 106 only.**

The control voltage shall be 125 volts DC.

Fuse holders shall be mounted on swing doors at the back of each relay panel.

4.2 Wiring

All wiring shall be copper, type SIS, (VW-1), (SI-57275) minimum size #14 AWG 65 strand. The wiring shall meet all standard requirements for 600 volts insulation level. Control wiring must be one color, CT wiring must be another color, and AC voltage must use another color code. SIS ground wire shall be green color coded and minimum size #14 AWG.

The furnished wiring grill shall have enough space to enclose all wiring. The grill capacity shall be large enough to include all terminal blocks on both sides of the panels.

Terminal blocks shall be vertically mounted and each terminal block shall have at least 12 pairs of terminals, except for the shorting type, which shall have four (4) terminals. All CT wiring entering the relay panel must connect to a shorting terminal block.

Terminal blocks shall cover the area from top to bottom of the panels. 15% spare blocks shall be available at all times. Each terminal shall be labeled. The terminal block for currents must be shorting type.

If shipped in more than one section, the manufacturer shall provide shipping split wiring between sections connected at one end and coil (and tag if needed) at the other end for field connections.

The positive terminal of the DC wiring shall be, in order of preference, on the top of, or to the left of, the negative terminal.

All wiring numbers and terminal designations shall be unique.

Insulated seamless compression spade lugs shall be provided on all circuits, except the CT circuits which shall be Ring Tongue type.

CT and PT circuits shall be accessible through Westinghouse FT-1 blocks or States FMS14 blocks unless relays accommodate test equipment test plugs.

Each device shall be permanently labeled. All wires shall be permanently affixed with typed, heat shrink, non-removable labels keyed to the point-to-point wiring diagram.

All terminal blocks shall be rated at 600 Volts AC and 250 Volts DC.

No splices are allowed.

4.3 Indication Lights

All indicating lights shall be G.E. type ET-16 with LED (Light Emitting Diode) type lamps. All indicating lights shall be mounted for angular visibility and readily recognized when illuminated. All indicating lights will be ordered for 125 VDC excluding white lights for potential indication. White potential indication lights will be ordered for 120 VAC. Lens and lamp colors shall be as follows:

Red - Circuit Breaker Closed/Circuit Energized (use red bulbs) Green - Circuit Breaker Open/Circuit De-Energized (use green bulbs) White – Voltage indication (use white bulbs) Amber- Lockout relay coil monitor (use amber bulbs)

4.4 Nameplates

Nameplates shall be furnished for each individual panel, meter, relay, control switch, and other devices as shown on the drawing.

The materials shall be laminated plastic with white letters on a black background with beveled edges for circuit or device identification. Each nameplate shall include device

description, ANSI Device Reference, and unit designation. All nameplates shall be permanently fixed with screws.

Panel nameplates shall be 3 inches by 6 inches. Device nameplates shall be at least 1 inch by 3 inches.

5.0 Documentation

Two sets of approval drawing shall be furnished to:

Mr. Justin Hong
Ampirical Solutions
3097 Satellite Blvd, Suite 300
Duluth, GA 30096
Ph: (770) 935-5595

Three sets of approval drawing shall be furnished to:

Mr. Eli Alvarez, P.E.
Director of Electrical Operations
Brownsville Public Utilities Board
1155 FM 511
Olmito, Texas 78575
Ph: (956) 983-6234

The drawings shall include General Arrangement, Three-Line Diagrams, Schematic Diagrams, Point-to-Point Wiring Drawings, 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 format. Wiring drawings shall be created as ARCH D size.

Four (4) sets of certified "As Built" Documentation for Record Purposes shall be provided. The documentation shall include General Arrangement, Three-Line Diagrams, Schematic Diagrams, Point to Point Wiring Drawings, Bill of Materials, Individual Catalog Sheets for all components listed on Bill of Material, Operations Manuals, Certified Test Reports, Spare Parts List and all drawings and schematics on CD ROM with each set printed at 11 inches by 17 inches and mounted in a heavy duty three ring binder. Send the four (4) sets of As-Built documentation to Mr. Eli Alvarez at the address listed above. An electronic copy should be sent in addition.

6.0 Panel 106

Item #	MFGR. TYPE	STYLE OR CAT NO.	QTY	Description
A1-A5	SEL	751101A1ACA0X85A620	5	FEEDER OVERCURRENT PROTECTION RELAY
A6	ABB	129A539G01	5	FT-1 TEST SWITCH
A7	ABB	714B325G32	5	FT-1 TEST SWITCH
A8	GE	116B6708G43G73G4	4	GREEN LED LIGHTS
A9	GE	116B6708G43R73R4	4	RED LED LIGHTS
A11	GE	TEB122020WL	5	DC CIRCUIT BREAKER – 250V, 2 POLE, 20A
A12	BUSSMAN	NON-6	15	125VDC, 250VAC 6A FUSE, FAST ACTING, UL CLASS K5
A13	BUSSMAN	NON-10	12	125VDC, 250VAC 10A FUSE, FAST ACTING, UL CLASS K5
A14	HUBBEL	5352AG	2	120VAC, 20A, GFI DUPLEX RECEPTACLE
A17	MCMaster-CARR	11855A34	5	LOCKOUT TAG HOOKS
A18	BUSSMAN	HM25030-2CR	6	FUSE HOLDER, 2 POLE, 30A, 250VDC
A19	BUSSMAN	HM25030-3CR	5	FUSE HOLDER, 3 POLE, 30A, 250VDC

6.1 Panel 107

Item #	MFGR. TYPE	STYLE OR CAT NO.	QTY	Description
B1	SEL	07872EE1A1A3A79850630	1	TRANSFORMER DIFFERENTIAL RELAY
B2	SEL	751101A1ACA0X85A620	1	FEEDER OVERCURRENT PROTECTION RELAY
B3	SEL	0587Z0X625H12XX	1	HIGH IMPEDANCE DIFFERENTIAL PROTECTION RELAY
B4	ABB	129A539G01	7	FT-1 TEST SWITCH
B5	ABB	714B325G32	4	FT-1 TEST SWITCH
B6	ABB	R849A513G01X08	1	FT-1 TEST SWITCH
B7	ELECTROSWITCH	7803D	2	LOCKOUT RELAY, MANUAL RESET, 3 DECKS
B8	ELECTROSWITCH	7806D	1	LOCKOUT RELAY, MANUAL RESET, 6 DECKS
B9	GE	116B6708G43A73A4	4	AMBER LED LIGHT
B10	GE	116B6708G45W73W5	3	WHITE LED LIGHT
B11	GE	TEB122020WL	5	DC CIRCUIT BREAKER – 250V, 2 POLE, 20A
B12	MCMaster-CARR	11855A34	3	LOCKOUT TAG HOOKS
B13	BUSSMAN	NON-6	6	125VDC, 250VAC 6A FUSE, FAST ACTING, UL CLASS K5
B14	BUSSMAN	NON-10	6	125VDC, 250VAC 10A FUSE, FAST ACTING, UL CLASS K5
B15	BUSSMAN	NON-30	4	125VDC, 250VAC 30A FUSE, FAST ACTING, UL CLASS H
B16	BUSSMAN	HM25030-2CR	10	FUSE HOLDER, 2 POLE, 30A, 250VDC
B17	BUSSMAN	HM25030-3CR	2	FUSE HOLDER, 3 POLE, 30A, 250VDC

6.2 Items to be provided individually (To be mounted in an existing panel)

Item #	MFGR. TYPE	STYLE OR CAT NO.	QTY	Description
1	SEL	3610XHB0XXX0	1	PORT SERVER
2	BUSSMAN	NON-6	2	125VDC, 250VAC 6A FUSE, FAST ACTING, UL CLASS K5
3	BUSSMAN	HM25030-2CR	1	FUSE HOLDER, 2 POLE, 30A, 250VDC

7.0 Inspection and Tests

The Brownsville Public Utilities Board shall witness all test procedures as outlined by appropriate sections of ANSI, IEEE and NEMA, with certified test reports furnished to the purchaser. Testing shall also include point to point wiring checks and continuity checks. The manufacturer shall also provide transportation, hotel, meals for two (2) persons and two (2) trips to manufacturing facility to witness tests done on all equipment.

8.0 Shipping

Equipment shall be shipped completely assembled as a unit or with one shipping split to the job site. Equipment may be received via rail or truck and shall be provided with eyebolts. Equipment shall be supplied with shipping braces and jack supports for handling by crane. Weather-proofing should be used if open-rail or open-trucking is used.

9.0 Warranty

The manufacturer will provide a 2-year basic warranty and optional extended 3-year warranty (total of 5 years) against all kind of defects on all equipment, relays apparatus, meters, transducers, and any other equipment provided by the manufacturer.

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	☐	☐
	Debarment Certification	☐	☐
	Ethics Statement	☐	☐
	Conflict of Interest Questionnaire	☐	☐
	Certification of Interested Party Form 1295	☐	☐
	Residence Certification Form	☐	☐
	State Law Verification	☐	☐
	House Bill 89	☐	☐
	W9 or W8 Form	☐	☐
Special Instructions	Bid Schedule/Cost sheet completed and signed	☐	☐
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	☐	☐
	OSHA 300 Log	☐	☐
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	☐	☐
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	☐	☐
	Request for Material Approval Form	☐	☐
References	Complete the Previous Customer Reference Worksheet for each reference provided	☐	☐
Addenda			

Prospective respondents are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Respondents and Pre-Bid Disclosure Statement. When BPUB evaluates the Proposals, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Respondents should thoroughly check their submittal for completeness prior to responding to BPUB. Do not imbalance your proposal line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Respondents are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Proposals that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

ETHICS STATEMENT

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

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

TELEPHONE: _____

TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED, IF POSSIBLE, PRIOR TO THE BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID 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 bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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 P065-25 (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

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date _____

Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:

Name of Company Performing Referenced Work:

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$ _____		☐ Firm Fixed Price ☐ Time and Material ☐ Not to Exceed ☐ Cost Plus Fixed Fee ☐ Other, Specify: _____

[illegible]

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Form **W-8BEN-E**

(Rev. October 2021)

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

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

OMB No. 1545-1621

Do NOT use this form for:

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

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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