



LEGAL NOTICE

AND

INVITATION TO COMPETITIVE SEALED PROPOSAL P089-25

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Electronic and Sealed Proposals (hereon styled "RFP") for a 138kV Circuit Switchers for several substations **until 5:00 PM, September 17, 2025** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas 78575.

Electronic or sealed proposal received after this time will not be considered.

RFP's will be acknowledged by BPUB on September 18, 2025 at 10:30 AM. Firms can call in at 10:30 AM, September 18, 2025 to (956) 214-6020 to listen to the proposal opening.

Brownsville Public Utilities Board utilizes the Texas Purchasing Group to post Request for Proposals (RFP's) and bid opportunities. Registration is available at [registering on Bidnet Direct's Texas Purchasing Group](#), if you haven't already registered.

Detailed specifications may be obtained at the following website, also: https://www.brownsville-pub.com/rfp_status/open/.

Each Proposal shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"PROPOSAL P089-25, 138KV CIRCUIT SWITCHERS SEPTEMBER 17, 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 138kV SF6 Circuit Switchers. Additionally, in lieu of a 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 of the RFP will 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.

Diane Solitaire

Purchasing Department
(956) 983-6366

Please submit this page upon receipt.

**Acknowledgment Form
P089-25 138kV Circuit Switchers**

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

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 BPUB website or from Bidnet [registering on Bidnet Direct's Texas Purchasing Group](#).**

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

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

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

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

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

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. September 2, 2025 through September 17, 2025 - Firms work on proposal.
2. September 17, 2025 at 5:00 PM CST – **If submitting RFP in paper format, the firm must submit 1 set of sealed proposal documents in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, TX 78575

Proposal P089-25, 138kV Circuit Switchers

Due on September 17, 2025 at 5:00 PM CST

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

3. September 12, 2025 – Last day to submit questions
4. September 18, 2025 – Proposal Acknowledgement at 10:30 AM CST
5. September 19 - 26, 2025 - Evaluate proposal documents
6. September 29, 2025 - Provide Final Recommendations
7. October 13, 2025 - Send to Utilities Board for approval

MINIMUM QUALIFICATIONS

The proposing Firm must:

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

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

INSTRUCTIONS TO RFP RESPONDENTS

If submitting response in paper format, the Firms must submit a signed one (1) paper original (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 September 17, 2025**.

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board
Attention: Diane Solitaire
1155 FM 511
Olmito, TX 78575
“P089-25, 138kV Circuit Switchers, Outdoor, SF6, 138kV
September 17, 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.

FIRM ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION NUMBER (TIN)

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign firm, will be required of all firms 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 138kV Circuit Switchers shall be delivered FOB to 1495 Robinhood Drive, Brownsville, TX 78521. An equipment contract for circuit switchers will be placed into effect after evaluation and final approval by BPUB Board of Directors.

DELIVERY

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

BROWNSVILLE PUB RIGHTS

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

6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.
7. BPUB reserves the right to award multiple contractors to perform this work.

CORRECTIONS

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

PROJECTED PROJECT TIMELINE

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

RFP Issued:	September 2, 2025
Last day to submit questions:	September 12, 2025
Proposals due:	September 17, 2025 by 5:00 PM CST
Proposals Acknowledgment:	September 18, 2025 at 10:30 AM
Proposals evaluated:	September 19-26, 2025
Board approval of contract award:	October 13, 2025
Contract Executed:	TBD

REFERENCE CHECKS

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

RFP IS NOT A BASIS FOR OBLIGATIONS

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

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

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

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

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

EVALUATION PROCEDURE AND CRITERIA

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

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

Evaluation Criteria	Possible Points
Proposal Net Price on line items	25
Time and Condition of Delivery	25
Compliance with Equipment Specifications	20
Compliance or Responsive with BPUB Equipment Contract/Terms & Conditions	20
References	10
Total Points	100

DELIVERY

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

(a) The prices set forth in the Proposal include the cost of delivery of the 138 kV circuit switchers to 1495 Robinhood Drive, 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.

**PROPOSAL COST SHEET
P089-25**

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

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

1. The undersigned (hereinafter called the "Firm") hereby proposes to furnish and deliver 138 kV Circuit Switchers (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>
4 each	138 kV Circuit Switchers, SF6	\$ _____	\$ _____

Note: Shipping charges to be included in unit price.

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 circuit switchers to Brownsville PUB Warehouse, 1495 Robinhood Drive, Brownsville, Tx 78521.

Such delivery shall be made within _____ 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 Proposal and the Firm agrees to the terms and conditions thereof.
4. The Firm warrants the accuracy of all statements contained in the Firm's Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Proposal is accepted.
5. The Firm warrants that this Proposal is made in good faith and without collusion or connection with any other person or persons propose for the same work.
6. The Firm agrees that, in the event this Proposal is accepted, it will execute a Contract in the form attached hereto.
7. The Firm warrants that the Equipment will conform to the performance data and guarantees which are attached hereto and by this reference made a part hereof.
8. If, in submitting this Proposal, the Firm has made any change in the form of Proposal or Contract furnished by the Owner, the Firm understands that the Owner may evaluate the

effect of such change as they see fit or they may exclude the Proposal from consideration in determining the award of the Contract.

9. This Proposal is void unless an equipment contract based on this Proposal is entered into by the Owner and the Firm within ninety (90) days after the date hereof.
10. Firm agrees to furnish a Supply Bond in the amount of the Proposal.

Name of Firm

Address

By _____
Signature (Failure to sign disqualifies Proposal)

Date

Title of Officer

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

Name: _____ Email: _____

Telephone: _____

Address: _____

138 KV CIRCUIT SWITCHER SPECIFICATION

for

BROWNSVILLE PUBLIC UTILITIES BOARD

1425 ROBINHOOD DRIVE

BROWNSVILLE, TEXAS 78521

August 2025

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SUBSTATION POWER TRANSFORMER SPECIFICATION

1.0 GENERAL

- 1.1 These specifications are for the purchase of four (4) 138 kV Circuit Switchers. The circuit switcher shall be an outdoor, three-pole device incorporating single-gap SF6 gas-filled puffer-type interrupters driven by a single, stored-energy mechanism located within a ground-level operator. The Circuit Switcher shall be configured with vertical interrupters and without disconnect switches.
- 1.2 Circuit Switcher quantity and delivery schedule
- 1.2.1 Four (4) Circuit Switchers are required for the Airport and Military Hwy substations.
- 1.2.2 The Circuit Switchers shall be delivered to Brownsville Public Utilities Board warehouse at 1495 Robinhood Dr, Brownsville, TX 78521.

2.0 STANDARDS

- 2.1 The circuit switcher in this specification shall be in accordance with the latest NEMA, ANSI, and ASTM standards and guidelines. The order of precedence shall be this specification, then the following standards:
- ANSI C37.016; Standard for AC High-Voltage Circuit Switchers rated 15.5kV through 245kV
 - ANSI/IEEE C37.04; Rating Structure for AC High-Voltage Circuit Breakers Rated on Symmetrical Current Basis
 - ANSI C37.06; Preferred Ratings and Related Required Capabilities for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis
 - ANSI/IEEE C37.09; Test Procedure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis
 - ANSI C37.11; Standard Requirements for Electrical Control for High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis
 - ANSI Z55.1; Gray Finishes for Industrial Apparatus and Equipment ASTM D2472; Specification for Sulfur Hexafluoride
 - NEMA SG4-2009; Alternating Current High Voltage Circuit Breakers
 - SSPC Steel Structures Painting Council - Good Painting Practice Manual (2 Volume)

3.0 CIRCUIT SWITCHER

- 3.1 The Circuit Switcher shall be rated as follows:

- | | |
|--------------------|--------|
| 1. Nominal Voltage | 138 kV |
| 2. Maximum Voltage | 145 kV |

3. BIL	650 kV
4. Continuous Current	1,200 Amp
5. Momentary Current	61,000 Amp
6. One-Second Short-Time Current	40,000 Amp
7. One-Time, Duty-Cycle	40,000 Amp
8. Min. Fault Interrupting	40,000 Amp
9. Max. Interrupting time	6 cycles
10. Control Voltage	125 volt DC
11. Spring Charge Motor	240 volt AC

3.2 The circuit switcher shall comply with the following geo-physical data and weather data:

1. Altitude: 33 feet MSL
2. Minimum Temperature: 20 Degrees Fahrenheit
3. Maximum Temperature: 110 Degrees Fahrenheit
4. Maximum Wind Loading: 150 MPH Wind
5. Maximum Humidity: 100%
6. Salt Contamination: 100%
7. NESC Loading District: LIGHT
8. Seismic conditions:
 - a. The area is defined by the Seismic Design Category A.
 - b. Design shall withstand lateral seismic forces generated by a ground acceleration of 0.10g.
9. Note that all specifications are at nominal sea level ratings. Actual quoted specifications shall include any modifiers for specified environmental conditions.

3.3 The circuit switcher shall be furnished with mounting pedestals, galvanized internally and externally and of 104 inches in height, or the manufacturer shall maintain the IEEE required height to the point of indeterminate potential, whichever is higher.

3.4 All metallic surfaces subject to atmospheric corrosion shall be prepared and painted in accordance with the acceptable procedure as outlined by the Steel Structures Painting Council to protect the life of the equipment.

3.5 Galvanized steel J hook style anchor bolts are to be furnished by the manufacturer. Anchor bolts shall be shipped 30 days after receipt of order.

3.6 Each circuit switcher, including all insulators and accessory equipment, shall be completely assembled and adjusted at the factory before shipment.

3.7 The following production tests shall be performed on each circuit switcher before shipment:

- 3.7.1 Leak test: Each interrupter shall be subjected to a test to verify an overall leak rate of less than .015 ounce/year.
- 3.7.2 Dielectric test: The completely assembled and wired operator control circuit shall be given a High Potential test suitable for the rating of the interrupter class.
- 3.7.3 Operating speed test: Each circuit switcher shall be completely assembled and checked for proper opening and closing speed simultaneously.

- 3.7.4 Mechanical operations test: Each circuit switcher shall be closed and opened at least 50 times at high speed by means of its associated operator to verify proper performance of the complete assembly.
- 3.7.5 Final leak test: Upon completion of the mechanical operations test specified in paragraph 3.7.4, each interrupter shall again be subjected to a test to verify an overall leak rate of less than .015 ounce/year.
- 3.8 Each circuit switcher shall be shipped with the insulating support columns preassembled to the base.
- 3.9 The manufacturer shall provide inspection recommendations which, if conformed with, will help ensure the circuit switcher's continued proper performance. These inspection recommendations shall include a schedule and procedures for inspecting all of the key circuit-switcher components.
- 3.10 The manufacturer shall warrant to purchaser for a period of 5 years from the date of shipment that the equipment provided will be of the kind and quality specified herein and will be free of defects of workmanship and material.

4.0 CONSTRUCTION

4.1 Interrupters

- 4.1.1 Interrupters shall be factory-filled with SF6 of carefully controlled purity to full pressure under controlled conditions.
- 4.1.2 The sulfur hexafluoride gas shall be of dielectric Grade SF6 as follows:
 - Dew Point: - 65 Degree C
 - Air: (% WT.) 0.04 max.
 - HF: (% WT.) 0.00003 max
 - CF4: (% WT.) 0.04 max.
 - OIL: (% WT.) 0.0005 max.
 - ASSAY WT.: % Purity 99.9% min., meet or exceed ASTM D2472
- 4.1.3 The circuit switcher must have vertical interrupters and without any disconnect switches.
- 4.1.4 Unless the interrupters are of a sealed design, they shall have a gas system constructed of copper piping that allows each interrupter to be pressurized through a fill port.
- 4.1.5 A built-in, precision pressure-relief device shall be furnished.
- 4.1.6 Fully pressurized interrupters shall maintain the circuit switcher's rated dielectric withstand values when open.
- 4.1.7 Each interrupter shall be equipped with a local gas pressure monitor and provide indication of acceptable gas pressure visible from ground level.

4.2 BUSHINGS

- 4.2.1 The bushing material shall be porcelain.
- 4.2.2 The bushing terminals shall be 4" x 4" 4-hole NEMA spade terminal rated for the continuous current rating of the circuit switcher.
- 4.2.3 The bushings shall be Light Gray No. 70, Munsell Notation 5BG 7.0/0.4, as specified in ANSI Z55.1.
- 4.2.4 Bushings shall be suitable for Environmental Pollution Level III (Heavy) per IEEE C37.100.1.
- 4.3 Operator and Power Train
 - 4.3.1 For both opening and closing operations, all three interrupters shall be driven by a single stored-energy mechanism in an operator mounted at a convenient height for access.
 - 4.3.2 The operating mechanism shall effect a smooth, thoroughly controlled movement throughout the entire opening and closing cycles and there shall be no noticeable deflection of rods, shafts, pipe linkages, connectors, operating levers, supports, or fittings.
 - 4.3.3 A mechanical indicator, directly driven by the high-speed power train and mounted in such a manner as to be plainly visible from the ground, shall be furnished to show when the circuit switcher is opened or closed.
 - 4.3.4 The mechanism in the operator shall have an instantaneous trip-free capability. Should the circuit switcher be inadvertently closed into a fault sensed by purchaser's relaying, the mechanism shall trip immediately.
 - 4.3.5 The operator shall include the following features:
 - 4.3.5.1 "Trip" and "Close" pushbuttons with position-indicating lights, located inside operator enclosure.
 - 4.3.5.2 Manual trip lever, for tripping interrupters in the event control voltage has been lost.
 - 4.3.5.3 "Charged" and "discharged" indicators for stored-energy mechanism.
 - 4.3.5.4 Contacts shall be provided for "Spring Charge Fail Alarm" and shall be wired to terminal block for Owner's use.
 - 4.3.5.5 Non-resettable electric operation counter.
 - 4.3.5.6 Eight nonadjustable single-pole, double-throw auxiliary-switch contacts which follow the interrupters. All auxiliary-switch contacts not used by the manufacturer shall be wired to terminal blocks for Owner use.
 - 4.3.5.7 Weatherproof, dustproof aluminum NEMA 4X control and operator enclosure installed at a height convenient for Owner access without the use of a ladder.

4.3.6 The operator shall be completely wired at the factory and ready for connection of external wiring to the operator terminal blocks.

4.3.7 The operator, including its contactors, and solenoids, shall be designed and connected for use with a 125-volt DC control source. The operator space heater and spring charging motor shall be designed and connected for use with a 240 volt AC control source.

4.3.8 Wiring and Connectors

4.3.8.1 All Control Wiring shall be #14 AWG (41 - .010), fungus proof wire unless larger conductor is deemed necessary. The control wiring shall have SIS insulation. Ring type seamless compression terminals shall be used in connecting the wiring.

4.3.8.2 Forked tongue compression terminal connectors shall not be acceptable nor approved.

4.3.8.3 All wiring terminated in Phoenix type terminals shall have insulated compression pin connectors.

4.3.8.4 No splices shall be allowed and no more than two (2) wires shall be terminated at any one (1) connection point.

4.3.8.5 The DC supply power connection terminals within the operator enclosure shall be sized to accommodate up to one (1) #4 AWG conductor per pole.

4.4 Stored Energy Capacity

4.4.1 Charged Spring. The energy storage of a motor-compressed spring-operated Circuit Switcher shall be sufficient for an closing-opening- operation at rated short - circuit current, after which the spring - compressing motor shall not require more than 10 seconds to compress the closing spring(s). The spring - operating mechanism shall have provisions for manually charging the closing spring(s).

4.4.2 Operating System for motor-compressed-spring-operated system shall include the following devices:

4.4.2.1 Means for prevent overcharging of spring(s)

4.4.2.2 Means to prevent insufficiently charged spring(s) from attempting a close operation.

5.0 DESIGN TESTS

5.1 The following design tests shall have been performed, and certified test reports shall be provided upon request:

5.1.1 Dielectric withstand: 60-hertz; impulse

5.1.2 Electromagnetic Interference

5.1.3 Temperature rise

- 5.1.4 Short-time current withstand: momentary and 1-second
- 5.1.5 Current-interrupting performance:
 - 5.1.5.1 Primary and Secondary faults
 - 5.1.5.2 5.1.5.2 Load dropping
- 5.1.6 Single-phase fault closing at rated voltage
- 5.1.7 Mechanical operations: complete three-pole circuit switcher

6.0 ACCESSORY EQUIPMENT

- 6.1 The circuit switcher shall be furnished with the following equipment:
 - 6.1.1 240-volt AC rated space-heater thermostat for operator.
 - 6.1.2 Position-indicating lamps – one red, one green – located inside operator enclosure and wired in series with trip coil, for local indication of circuit-switcher position and operator trip-circuit continuity.
 - 6.1.3 Local-remote selector (2 Deck) switch which prevents remote operation of operator when selector is placed in “Maintenance” position. Switch shall be labeled “Maintenance” and “Normal Operation.” Spare contacts from the local-remote selector shall be wired to a terminal block for Owner’s use.
 - 6.1.4 Duplex receptacle with ground-fault circuit interrupter and convenience-light lamp holder with switch, located inside operator enclosure.
 - 6.1.5 Minimum of 12 space non-adjustable auxiliary switch contacts factory set as 6 normally open (NO) and 6 normally closed (NC) contacts. All unused contacts shall be wired to terminal blocks.
 - 6.1.6 The structure shall have a minimum of two NEMA 2-hole ground pads with Penn Union cat. # RAR-050-DH connector or approved equal (# 4/0 AWG stranded copper to flat) and stainless-steel bolts.

7.0 DRAWINGS, INSTRUCTION MANUALS, AND PARTS LISTS

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

Brownsville Public Utilities Board.
Attn: Arnulfo Mejia, P.E.
1155 FM 511
Olmito, TX 78575
Telephone: (956) 986-6327

- 7.2 The Successful Bidder shall furnish one multi-page PDF package and three (3) hard copy sets of approval drawings for review by the Owner. Five (5) complete sets of instruction books, outline, and control drawings marked as FINAL shall be bound in a heavy duty 3-ring binder and sent prior to delivery of the circuit switcher. All FINAL drawings and documents shall be provided on a flash drive in AutoCAD 2015 or later format or via electronic submittal to:

Brownsville Public Utilities Board.
Attn: Arnulfo Mejia, P.E.
1155 FM 511
Olmito, TX 78575

- 7.3 The outline drawings shall include all mechanical dimensions and weights necessary for the customer to design equipment foundation. This shall include an adequate anchor bolt layout.
- 7.4 Instruction Manuals and Parts Lists
- 7.4.1 In addition to the requirements of Section 7.3, one set of instruction books and documentation shall be furnished for each circuit switcher and shall include all specific information necessary for the Owner to install, service, and properly maintain the circuit switcher. The books shall contain an adequate number of drawings and pictures of all components. These drawings and pictures shall indicate all dimensions (with tolerances) which are necessary to check or adjust to insure proper operation of the circuit switcher during its lifetime.
- 7.4.2 These books may be loose leaf sheets in heavy common binders or may be a standard type construction bulletin. General instruction books common to several circuit switchers will not be acceptable.
- 7.5 Complete maintenance instructions shall be included with a check list of all points and dimensions to be considered during maintenance checks. Maintenance instructions may be included in the instruction books above.
- 7.6 Complete renewal parts list showing all sub-components identified by ordering designations.
- 7.7 Recommended spare parts list with identifying ordering designation.

8.0 SHIPPING INSTRUCTIONS

- 8.1 The price quoted shall include shipping. Shipment shall be in accordance with the instructions in the bid request and on the purchase order.
- 8.2 The circuit Switcher will be shipped by open freight air-ride type truck to the designated site FOB Brownsville.
- 8.3 Upon shipment of circuit switchers by truck to Brownsville PUB, 1495 Robinhood Drive, Brownsville, Tx 78521, Driver shall notify at (956) 983-6181 of the intended delivery 48 hours prior to the actual delivery to the designated location, in order that the Owner's personnel and equipment may be available to accept delivery. The Purchasing/Warehouse departments may be contacted Monday thru Friday between 8:00 a.m. and 4:30 p.m. at

telephone number (956) 983-6181 or (956) 983-6375. Deliveries will only be accepted during normal working hours Monday thru Friday between 8:00 a.m. and 4:00 p.m.

- 8.4 A Delivery ticket must show the Owner's Purchase Order number and the number of crates, packages, ect. being delivered to the Owner.

9.0 PROPOSAL INFORMATION

- 9.1 Bidders shall specify the manufacturer's designated switcher type and provide copies of published brochures which contain information on the voltage and current ratings they propose to furnish.
- 9.2 Drawings shall be furnished which show the phase spacing, general dimension, weights, etc. of the switchers proposed. This information shall include bushing creepage distance as extra creepage. Dimensions and pricing shall be furnished for other creepage distances that are available.
- 9.3 The proposal must list, individually, all exceptions. If there are no exceptions, the words "No Exceptions" must appear on the proposal.
- 9.4 The respondents shall specify the cost for one unit or more.



NOTICE OF AWARD

TO: _____

Project Description: P089-25, 138kV CIRCUIT SWITCHERS

Dear:

The Owner, BPUB has considered the electronic/sealed proposal submitted by you for the above-described Work in response to its Legal Notice and Invitation to Bid dated September 17, 2025, and Instruction to Bidders.

You are hereby notified that your electronic/sealed proposal has been accepted in the final Contract Price amount of \$ _____ .00

You are required by the Special Instructions to execute the Equipment Contract and furnish any required Supply Bond, within ten (10) calendar days from the date you receive this Notice.

You are required by the Special Instructions to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute this Agreement and furnish any required Supply Bond, Insurance Certificates, or other certifications within ten (10) calendar days from the date of this Notice, the Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this ____ day
of _____, 20____.

By:_____

Name:_____

Title:_____

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:

ENTER PROJECT NAME/SERVICES TO BE PROVIDED

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

SECTION 1 - ACCEPTANCE OF BID

- (a) The Purchaser accepts the Bid which is attached hereto and by this reference made a part hereof, and the parties hereto agree that the Seller shall sell and deliver to the Purchaser and the Purchaser shall purchase and receive from the Seller the equipment (hereinafter called the “Equipment”) described in the Bid upon the terms and conditions herein stated.
- (b) The prices set forth in the Bid include the cost of delivery all Equipment to:
[INSERT ADDRESS FOR DELIVERY] (the “Delivery Location”)
- (c) The prices set forth in the Bid do not include any sums which are or may be payable by the Seller on account of taxes imposed by any taxing authority upon the sale, purchase or use of the Equipment.

SECTION 2 - DELIVERY. The Seller shall deliver the Equipment between and including **[INSERT DATE]** and **[INSERT DATE]** (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.

- (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 bid.
- (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

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH PROPOSAL	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Proposal (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT

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

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

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

Name of Entity: _____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Organization Name
State Law Verifications

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

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

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

Organization Name
House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Previous Customer Reference Worksheet

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

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

[illegible]

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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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.

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/FormW8BEN 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):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part
		<input type="checkbox"/> International organization	

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

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

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)