



**BROWNSVILLE  
PUBLIC UTILITIES BOARD  
LEGAL NOTICE  
AND  
INVITATION TO BID**

**B032-26**

The Brownsville Public Utilities Board will accept electronic or sealed bids for (hereon styled “RFB”) 15.5 kV Outdoor Vacuum Breakers for Titan Substation **until 5:00 PM, March 25, 2026**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas 78575. **Electronic or sealed bids received after this time will not be considered.**

Bids will be publicly opened and read aloud on March 26, 2026 at 10:30 AM. Firms can call in at 10:30 AM, March 26, 2026 to (956) 214-6020 to listen to the bid opening.

Brownsville Public Utilities Board utilizes the Texas Purchasing Group to post Request for Bid/Proposal (RFP) and bid opportunities, <https://www.bidnetdirect.com/texas/brownsville-pub>.

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

Each Bid shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier’s envelope: **“BID B032-26 15.5 kV OUTDOOR VACUUM BREAKERS FOR THE TITAN SUBSTATION MARCH 25, 2026, 5:00 PM”**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575.

Each bid 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. Bidder 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 **Outdoor Vacuum Breakers**. 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 bid has been accepted, the amount of the supply bond shall be forfeited to the Brownsville PUB as mutually agreed to liquidated damages, and not as a penalty. Brownsville PUB will be entitled to consider all your rights arising out of the Brownsville PUB's acceptance of your Bid as abandoned.

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 bids to the

Brownsville Public Utilities Board, Purchasing Office by the given deadline above.  
**Electronic transmission of RFB will be acceptable through Bidnet, only.**

The BPUB specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the Board.

BY:

*Diane Solitaire*

Purchasing

(956) 983-6366 - Phone

Please submit this page upon receipt.

**ACKNOWLEDGEMENT FORM**

**B032-26, 15.5kV Outdoor Vacuum Breakers for Titan Substation**

For any clarifications, please contact Hugo E. Lopez at the Brownsville PUB, Purchasing Department at (956) 983-6364 or (956) 983-6375 e-mail: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com)

Please e-mail this page upon receipt of legal notice. If you only received the legal notice and you want the bid 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 bid; obtained bid package from website.**

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

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

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

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

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via e-mail: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or to [dsolitaire@brownsville-pub.com](mailto: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 EMAIL 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. March 9, 2026 through March 25, 2026 - Vendors work on bid.
2. March 25, 2026 at 5:00 PM CST - **Vendor must submit 1 set of sealed bid documents in an envelope to:**

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, TX 78575

**Bid: B032-26, 15.5kV Outdoor Vacuum Breakers for Titan Substation**  
**Due on March 25, 2026 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 or late electronic transmission. Brownsville Public Utilities Board will accept electronic transmission of sealed bids via **Bidnet, only.***

3. March 20, 2026 – Last day to submit questions
4. March 26, 2026 – Bid Acknowledgement at 10:30 AM CST
5. March 27 – April 22, 2026 - Evaluate bid documents
6. April 23, 2026 - Provide Final Recommendations
7. May 11, 2026 - 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 RFB.

2. Have been in business for a minimum of five (5) years providing the scope of services consistent with those sought in this RFB.
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.

- **Or Equal**

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

- **Pricing**

Submit unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Price shall remain firm until an award is made and for a period of one year after original date of Purchase Order, unless otherwise stipulated.**

All fields (UNIT PRICE, DELIVERY AND MANUFACTURER) in the Cost Sheets must be completed. The data must be complete to identify the bidding brand.

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

- **Vendor Representative**

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

- **Quality of Products**

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

- **Determining Factors for Award**

1. Bidders net price on bid items
2. Stock availability
3. Reputation of brand names offered

4. Reputation and location of the bidder
5. Time and conditions of delivery
6. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, subcontractors and suppliers

- **Contract with Vendor/Entity Indebted to BPUB**

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

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

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

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, aW9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% 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 bid response.** Attached are sample forms.

- **Taxes**

The Brownsville PUB is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

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

- **EEOC Guidelines**

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

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

Quantities are estimated for an annual supply and are **to be released on an "as needed" basis** and be billed as such. However, successful vendor must have stock readily available for

immediate shipment to the BPUB. Brownsville PUB will not accept the full quantity at one time as specified on Cost Sheet.

- **Contract and Purchase Order**

The 15.5 kV Vacuum Outdoor Breakers will be delivered FOB Brownsville PUB, 1495 Robinhood Drive, Brownsville, TX 78521. Equipment will only be accepted during normal working hours, **Monday thru Friday, 8 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, a brief description of materials , total number of crates, packages, etc. being delivered to BPUB.

A contract for the 15.5 kV Vacuum Outdoor Breakers will be placed into effect by means of a purchase order issued by the Brownsville PUB after tabulation and final approval by the Brownsville PUB Board.

- **Terms (NOT APPLICABLE)**

One (1) year from the date of award not to exceed the one (1) year or the awarded amount whichever comes first, with the option to renew for an additional one (1) one year period if agreed upon in writing by both parties.

- **Brownsville Public Utilities Board Rights**

1. If only one or no bid is received by "submission date", the BPUB has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease quantities. In bid, stipulate whether an increase or decrease in quantities will affect bid price
7. The Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

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

- **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.

**BID SCHEDULE  
B032-26**

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

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

1. The undersigned (hereinafter called the "Offeror") hereby proposes to furnish and deliver

15.5 kV Outdoor Vacuum Breakers

(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>
5 each	15.5 kV Outdoor Vacuum Breakers <b>1,200 amperes</b> continuous current	\$ _____	\$ _____

**Note: See Technical specifications at the end of the bid document.**

Delivery shall be made within the last quarter of 2026

1 LOT Expediting Fee, if applicable \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Does the vendor have any comments, clarifications, or exceptions to the Equipment Contract? \_\_\_Yes \_\_\_No

Does the vendor have any comments, clarifications, or exceptions in the specifications? \_\_\_ Yes \_\_\_No

This Bid is valid for \_\_\_\_\_ days.

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 outdoor vacuum breakers to Brownsville PUB Warehouse, 1495 Robinhood Drive, Brownsville, TX 78521.

Such delivery **shall be made within the last quarter of 2026** \_\_\_\_\_ days after the receipt of the purchase order of the Purchaser.

3. This Bid is made pursuant to the provisions of the Notice and Instructions to Offerors and the Offeror agrees to the terms and conditions thereof.
4. The Offeror warrants the accuracy of all statements contained in the Offeror's Qualifications, if any, shall be submitted and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Bid is accepted.
5. The Offeror warrants that this Bid is made in good faith and without collusion or connection with any other person or persons proposing for the same work.
6. The Offeror agrees that, in the event this Bid is accepted, it will execute a Contract in the form attached hereto.
7. The Offeror warrants that the Equipment will conform to the performance data and guarantees which are attached hereto and by this reference made a part hereof.
8. If, in submitting this Bid, the Offeror has made any change in the form of Bid or Contract furnished by the Owner, the Offeror understands that the Owner may evaluate the effect of such change as they see fit or they may exclude the Bid from consideration in determining the award of the Contract.
9. This Bid is void unless an equipment contract based on this Bid is entered into by the Owner and the Offeror within ninety (90) days after the date hereof.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Address of Offeror

By \_\_\_\_\_  
**Signature (Failure to sign disqualifies Bid)**

\_\_\_\_\_  
Date

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

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

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

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

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

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



**BROWNSVILLE  
PUBLIC UTILITIES BOARD**

**NOTICE OF AWARD**

TO: (Insert Service Provider’s Information)

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

**Project Description: B032-26 15.5kV OUTDOOR VACUUM BREAKERS FOR TITAN SUBSTATION**

Dear \_\_\_\_\_:

The Brownsville PUB has considered the BID submitted by you for the above-described personal services project in response to its Legal Notice and Invitation for Bids dated March 25, 2026 and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the attached Agreement and furnish the required Supply Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Agreement and furnish the required Supply Bond within ten calendar (10) days from the date of this Notice, Brownsville PUB will be entitled to consider all your rights arising out of the Brownsville PUB's acceptance of your Bid as abandoned and as a forfeiture of your BID SECURITY.

The Brownsville PUB will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Brownsville PUB.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

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

\_\_\_\_\_ this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## 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:

**[NAME OF PROJECT]**

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](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 BID/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	Bid/Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid/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"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT

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

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

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

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

COMPANY: \_\_\_\_\_  
AGENT NAME: \_\_\_\_\_  
AGENT SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_  
FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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



**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](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

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

OFFICE USE ONLY

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

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

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

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

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

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

Section 1. (a)

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

Section 1. (b)

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

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

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

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

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

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

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

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 Bids (the “RFB”), the responding Company represents that, to the extent this bid submission or any contracts executed in response to this bid 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 bid submission, or any contracts executed in response to this bid, 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 bid submission, or any contracts executed in response to this bid, 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 bid submission, or any contracts executed in response to this bid, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

\_\_\_\_\_  
DATE

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

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

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

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

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

Date

Organization Name  
House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned  
representative of (Company or Business  
name) \_\_\_\_\_

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

\_\_\_\_\_  
DATE

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

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

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

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

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

Date



**Request for Taxpayer  
Identification Number and Certification**

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

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

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

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

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

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

Form **W-8BEN-E**

(Rev. October 2021)  
 Department of the Treasury  
 Internal Revenue Service

**Certificate of Status of Beneficial Owner for  
 United States Tax Withholding and Reporting (Entities)**

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

OMB No. 1545-1621

**Do NOT use this form for:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . . . W-8BIMY
- 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-8BIMY

**Instead use Form:**

**Part I Identification of Beneficial Owner**

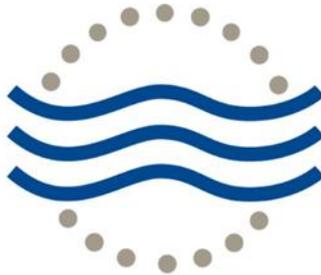
<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization																
<b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)																	
<b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Foreign Government - Controlled Entity</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Foreign Government - Integral Part</td> </tr> <tr> <td></td> <td><input type="checkbox"/> International organization</td> <td></td> <td></td> </tr> </table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part		<input type="checkbox"/> International organization		
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<b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).   <input type="checkbox"/> Participating FFI.  <input type="checkbox"/> Reporting Model 1 FFI.  <input type="checkbox"/> Reporting Model 2 FFI.  <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.   <input type="checkbox"/> Sponsored FFI. Complete Part IV.  <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.  <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. 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<b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address). <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 2px 5px;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%; border-bottom: 1px solid black; padding: 2px 5px;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country														
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**15.5 KV VACUUM BREAKER SPECIFICATION**

**and**

**CONTRACT FORM**

**for**



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

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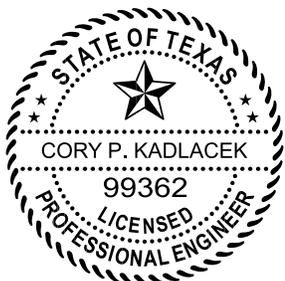
**BROWNSVILLE PUBLIC UTILITIES BOARD**

1425 ROBINHOOD DRIVE

BROWNSVILLE, TEXAS 78521

REV – 0 (FOR BID)

M&S Engineering, LLC  
P.O. Box 970 / 6477 FM 311  
Spring Branch, Texas 78070  
Texas Engineering Firm #F-1394  
Phone: (830) 228-5446



02/19/2026

*Cory P. Kadlacek*

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# 15.5kV OUTDOOR VACUUM BREAKERS SPECIFICATION

## 1.0 GENERAL

1.1 This specification covers the electrical and mechanical requirements of medium voltage vacuum circuit breakers for use in the BPUB System. This document shall be limited to 15.5kV class equipment.

1.2 It is the intent of this specification to describe equipment of the best design and construction for the service for which it is intended. Consequently, it shall be the desire of BPUB to award a contract to a manufacturer that has demonstrated high quality by having a considerable number of this type of equipment in substations of electric utilities over a period of years. The selection of the successful bidder will be based upon what is in the best interests of BPUB.

1.3 Purpose

This specification covers the engineering requirements for 15.5kV, three-pole (three phase), single-throw, free-standing, dead-tank, vacuum circuit breakers for outdoor substation applications.

1.4 Definitions

The term “Manufacturer” is used interchangeably with supplier. “Certified Test Results” is used to describe those test results, which are certified by the Manufacturer to be true and correct. Certification requires the signature of the Manufacturer’s representative that is responsible for ensuring that all of the tests made on the equipment supplied are in accordance with this specification.

1.5 Breaker quantity

Five (5) 15.5kV Vacuum Outdoor breakers are required for the Titan Substation.

## 2.0 CONFORMANCE AND STANDARDS

2.1 Applicable Standards

The vacuum circuit breakers manufactured in accordance with this specification shall meet or exceed the applicable requirements of the latest revision of ANSI C37.04, ANSI C37.09, ANSI C37.10, ANSI C37.11, ANSI C37.12, NEMA SG-4, and IEC 62271-100.

2.2 Deviation and Non-Conformance

1.1.2.1 BPUB shall be notified, in writing, of any proposed or actual deviation from the requirements of this specification.

1.1.2.2 Written approval from BPUB is required for acceptance of any deviation from this specification.

2.3 Rejection

Non-conformance to any of the requirements of this specification shall be reason for rejection, non-payment and/or liquidated damages.

#### 2.4 Certification of Ratings

The Manufacturer of the circuit breakers shall be responsible for the compliance of the circuit breakers with the requirements of this specification and the referenced Standards. The Manufacturer shall furnish, with delivery, a certification of ratings of the circuit breakers.

### 3.0 GENERAL REQUIREMENTS

- 3.1 This specification applies to outdoor, three-pole (three-phase), single-throw, free-standing, dead-tank, vacuum circuit breakers.
- 3.2 The circuit breakers will be used on a 12.5kV, three-phase, 60-hertz system and be complete from the incoming bushing studs to the outgoing bushing studs which shall include straight 2-bolt NEMA pad type connectors.
- 3.3 The breakers shall be designed, manufactured, and tested in accordance with the latest revisions of the ANSI, IEEE, NESC, and NEMA specifications.
- 3.4 The breakers shall be manufactured in a facility that is Quality Systems Registered by Underwriters Laboratories, Inc. to ISO 9001.

### 4.0 RATINGS

- 4.1 The breaker shall meet or exceed the following ratings and electrical characteristics:

Required Maximum Voltage	15.5 kV, RMS
Insulation level:	
Low Frequency (Dry, 1 minute)	50 kV, RMS
Impulse Crest (Full wave)	110 kV, RMS
Impulse Crest (Chopped Wave, 2 $\mu$ s)	142 kV, RMS
Rated Continuous Current	1200A
Rated Short-Circuit Current	40kA, RMS
Rated Interrupting Time (max.)	3 cycles
Rated Reclosing Time (max.)	20 cycles
Rated Permissible Tripping Delay	2 seconds
Maximum Symmetrical Interrupting Current	40kA, RMS

3-Second Short-time Current Rating	40kA, RMS
Close and Latch Rating	82kA, peak
Duty Cycle	O - 0.3sec - CO - 15sec - CO
Closing Coil Voltage	125Vdc
Tripping Coil Voltage	125Vdc
Motor Voltage	120Vac, 125Vdc
Heater Voltage	120Vac
Bushing Current Transformer (Multi Ratio)	
CT Ratio	1200/5
Rating Factor	2.0
Accuracy Class at Full Winding	C400
Number of CT's per bushing	1

- 4.2 The breaker shall be rated for an ambient temperature range of -30° C to +45° C.
- 4.3 The breaker shall be rated for Seismic Zone 1 as described by ANSI/IEEE 693-2005.
- 4.4 The breaker shall be rated to withstand wind load of up to 150 mph per ANSI C37.04 Section 6.2 (latest revision).

## 5.0 CONSTRUCTION

### 5.1 Enclosure

- a) The enclosure shall be stainless steel, NEMA 4X rated, weather and insect proof, and have a modular design that isolates line potential components from secondary control devices.
- b) The high-voltage compartment shall house the vacuum interrupter assemblies, which shall be supported on standoff insulators.
- c) The enclosure shall be provided with lifting eyes for lifting the entire unit during loading and unloading.
- d) The breaker shall be shipped completely assembled.
- e) The enclosure shall be painted ANSI #61 gray or ANSI #70 gray. Total paint thickness on exterior surfaces shall be 1.0 - 3.0 mils. Production samples shall have passed a minimum of 1,500 hours of salt spray testing, per ASTM B-117 and ASTM D-1654 Procedure 'A', with a rating of 6 or higher.

- f) Ground pads shall be 2" x 3.5" and stainless steel, with provision for NEMA 2-hole connectors. The ground pads shall be welded on each side of the enclosure for external ground connections. Number 4 cables from the roof and high-voltage and low-voltage compartments shall be connected internally to the ground pads to ensure a solidly grounded enclosure, with negligible difference in ground potential between compartments. Enclosure grounding shall not depend on bolted connectors or "star washers".
- g) The breaker legs shall be hot dipped galvanized or painted with the same requirements of section 1.4.1 (e), and have an adjustable height range of 24-inches in 3 inch or 4 inch increments. The maximum height of the breaker shall not exceed 126 inches (top of bushing connector).
- h) The leg assemblies shall have a galvanized base channel.
- i) Outer doors shall have padlockable handles for preventing access to all controls in the enclosure. Doors are to be vertically hinged. Provisions for holding all doors in the open position 180° shall also be provided. Documentation verifying that the breaker passed rain testing per ANSI C37.20.2, Section 5.2.9 shall be provided.
- j) The bottom of the low-voltage cabinet shall have a removable cover (minimum size of 7 inches by 14 inches) to be used for installation of the control conduits.
- k) All external hardware shall be stainless steel.
- l) Breaker cabinet shall have at least one 120VAC convenience non-GFCI outlet and cabinet interior lighting. These devices shall be properly protected.

## 5.2 Interrupters

- a) The vacuum interrupters shall be hermetically sealed in a high vacuum, protecting contacts from moisture and dirt.
- b) The interrupters shall be maintenance free.
- c) The breaker shall have readily accessible provisions for measuring the contact wear on each interrupter.

## 5.3 Operating Mechanism

- a) The mechanism shall utilize stored energy from springs charged by an electric motor.
- b) The mechanism and control circuits shall be located in low-voltage compartment(s).

- c) The mechanism shall have a manual-charging handle.
- d) The mechanism shall be mechanically and electrically trip-free and non-pumping for both manual and automatic operations.
- e) The following shall be clearly visible on the mechanism when the outer door is closed:
  - 1) A non-resettable, 5-digit operation counter that increases on each trip operation.
  - 2) A mechanical indicator to show whether the circuit breaker is open or closed.
  - 3) A mechanical indicator to display the status of the closing springs.
  - 4) Open and close push buttons for operating the circuit breaker.
- f) The standard design shall have a contact auxiliary switch, with an adequate number of (AC and DC) contacts for use with internal breaker wiring. An additional auxiliary switch with 6 “a” and 6 “b” contacts shall be provided for external use.
- g) The breaker shall be equipped with two (2) independent trip coils. The coils shall be mechanically and electrically isolated from each other such that failure of one, either mechanically or electrically, will not inhibit the remaining coil from tripping the breaker.

#### 5.4 Bushings

- a) Six roof bushings shall be provided. The bushing material shall be silicon rubber with extra creep distance for use in coastal areas and shall conform to applicable ANSI standards and shall be capable of carrying the breaker ampere rating within their normal life expectancy.
- b) Bushing terminals shall be threaded-stud type and capable of accepting 2-hole NEMA stud-to-flat connectors (Type HDSF).
- c) Bushings shall have a minimum rating of 15kV, 110kV BIL, dry type with a minimum bushing creepage distance of 24 inches and tested in accordance with applicable ANSI and NEMA standards.
- d) Each Circuit Breaker Bushing shall be provided with one 1200/5, 5-tap, multi-ratio current transformers with a relaying accuracy class of C400 and a rating factor of 2.0 per bushing. All secondary leads shall be terminated on short-circuit type terminal blocks in the low-voltage compartment and shall be accessible even when the breaker is energized.
- e) Bushing insulators shall be ANSI # 61 gray or ANSI # 70 gray in color.
- f) Tin-plated, flexible conductors, or appropriately sized bus bars, shall be used

between the bushings and the interrupters.

## 5.5 Controls

- a) Control wiring shall not be less than #14 AWG Type SIS for general control and shall not be less than #10 AWG Type SIS for current transformer circuits. The wire color shall be gray.
- b) Terminal blocks for control circuits and the user's external connections shall be Type EB25 with terminal marking strips labeled in accordance with the wiring diagrams.
- c) Short-Circuit terminal blocks shall be Type EB27 with shorting screws and a common shorting bar for each current transformer.
- d) The control circuit shall be provided with fused switches for disconnecting external low-voltage supply circuits.
- e) An anti-pump relay shall be provided to inhibit multi close-open operations in the event that a continuous close signal is applied.
- f) Red and green LED indicating lamps shall be provided to indicate whether the breaker is closed or open.
- g) Space Heater, rated 120 VAC, shall be supplied to prevent condensation in the breaker enclosure. Heaters shall be thermostatically controlled and located in the low-voltage compartment. The heater control circuit shall be provided with fused switches for disconnecting an external low-voltage supply circuit.
- h) An emergency manual trip, ANSI Device Number 69, shall be provided and shall be readily accessible on the exterior mechanism side of the breaker. It shall be labeled "PULL TO TRIP" and the actuating handle shall be painted red. The device shall be operable from the exterior of the breaker without opening any doors or panels. Actuation of the device will block any electrical closing of the breaker until the switch has been manually reset.
- i) Breaker shall be equipped with an open/close switch and local/remote switch to electrically operate the breaker from the breaker cabinet. Switches shall be Electroswitch or BPUB approved equivalent.
- j) Provide a terminal connected directly to the close coil and trip coils on the positive dc side for connection to owner's coil monitoring, which is a high impedance relay digital input. Ensure there is no "sneak" circuit to give a false indication – provide a diode if necessary.

## 5.6 Spare Parts

- a) The following spare parts for the circuit breaker shall be available and the cost

of each part shall be shown as separate items on Respondent's Bid. A complete set of spare parts shall be quoted.

- 1) One complete circuit breaker bushing, excluding current transformer.
- 2) One complete set of contacts and coils for each type and size of special relay and contactor used.
- 3) One complete set of all special tools and appliances, as may be required to dismantle and reassemble the circuit breaker.

#### 5.7 Drawings and Data

- a) Bid Submittal: Each bid shall be accompanied by drawings and data sheets giving outline dimensions including static and dynamic loads, typical control schematics, bushing current transformer characteristics, and recommended spare parts lists.
- b) Approval Submittal: Within 20 working days after award of contract, the successful Respondent shall submit outline drawings, schematic diagrams, connection diagrams, characteristic curves, and all other drawings for approval. Items may be submitted electronically or hard copy. Fabrication of the vacuum breakers shall not begin until BPUB Engineering approves all drawing submittals and all other submittals. Fabrication of the vacuum breakers shall not begin until BPUB Engineering releases the manufacturer to begin fabrication.
- c) Shipping Submittal:
  - 1) One copy of all approved drawings, approved curves, certified test reports, and installation, operation and maintenance instructions shall be bound, indexed and shipped with each breaker.
  - 2) Two copies of the above documentation shall be mailed to BPUB 21 days prior to shipment.
- d) Mailing Address:

BPUB  
1425 Robinhood Drive  
Brownsville, TX 78521  
Attention: Substation Engineering Department

#### 5.8 Design Tests

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

- 5.8.1 Hi-pot (control wiring and CTs)
- 5.8.2 Trip & close coils (resistance and operational voltages)
- 5.8.3 Heater (wattage, connection, and operation)

- 5.8.4 Operating mechanism and pole cabinet wiring check
- 5.8.5 Current transformers including ratio, saturation, and insulation resistance
- 5.8.6 Contact resistance for each pole of circuit breaker
- 5.8.7 Close, Open, Close-Open breaker timing
- 5.8.8 Breaker dielectric test
- 5.8.9 Storage energy systems
- 5.8.10 Anti-pump
- 5.8.11 Linkage travel and velocity

## **6.0 WARRANTY**

The manufacturer shall warranty each breaker against defects in equipment, materials, and/or workmanship (including any and all third party materials) for a period of not less than five (5) years. The five-year warranty period shall begin at the date of BPUB acceptance of the breaker. The manufacturer shall be the primary contact for all warranty issues, including those issues involving parts or sub-assemblies furnished to the manufacturer by OEM's.

## **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 the Engineer:

Carlos Fernandez  
M&S Engineering  
P.O. Box 970 / 6477 FM 311  
Spring Branch, Texas 78070  
Email: [cfernandez@msengr.com](mailto:cfernandez@msengr.com)

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

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

- 7.3 The Successful Bidder shall furnish one multi-page PDF package and three (3) hard copy sets of approval drawings for review by the Owner and Engineer. 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 the Engineer:

Carlos Fernandez  
M&S Engineering  
P.O. Box 970 / 6477 FM 311  
Spring Branch, Texas 78070  
Email: [cfernandez@msengr.com](mailto:cfernandez@msengr.com)

- 7.4 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.
- 7.5 Instruction Manuals and Parts Lists
- 7.5.1 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.
- 7.5.2 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.
- 7.6 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.
- 7.7 Complete renewal parts list showing all sub-components identified by ordering designations.
- 7.8 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 substation sites FOB Brownsville.

- 8.3 Upon shipment of circuit switcher by truck, the BPUB Storekeeper at 1495 Robinhood Drive shall be notified at (956) 983-6370 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 agent may be contacted Monday thru Friday between 9:00 a.m. and 4:00 p.m. at telephone number (956) 983-6216. Deliveries will only be accepted during normal working hours.
- 8.4 A Deliver ticket must show the Owner's Purchase Order number and the number of crates, packages, ect. Being deliver 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 bid must list, individually, all exceptions. If there are no exceptions, the words "No Exceptions" must appear on the bid.
- 9.4 The Bidders shall specify the cost for one unit or more.