



BROWNSVILLE PUB VEHICLE LEASE PROGRAM

P017-25

**Proposal Due Wednesday, January 29, 2025 until 5:00 PM
Proposal to Be Opened Thursday, January 30, 2025 at 10:00 AM**



AND

**REQUEST FOR PROPOSALS
P017-25**

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for **Brownsville PUB Vehicle Lease Program**. BPUB's Purchasing Office located at 1155 FM 511, Olmito, Texas 78575, will accept proposals from qualified firms **until 5:00 PM, January 29, 2025. Proposals received after this time will not be considered.**

Proposals will be acknowledged by BPUB on January 30, 2025 at 10:00 AM (CST). Vendors can call in at 10:00 AM, January 30, 2025 to (956) 214-6020 to listen to the proposal opening.

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

Please mark on the **outside of the envelope and on any carrier's envelope**: "Sealed Proposal for P017-25 Brownsville PUB Vehicle Lease Program, January 29, 2025, 5:00 PM", c/o Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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

BPUB reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the BPUB.

Diane Solitaire

Purchasing and Materials Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.
ACKNOWLEDGEMENT FORM
P017-25 Brownville PUB Vehicle Lease Program

For any clarifications, please contact Diane Solitaire at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6366 or via e-mail at dsolitaire@brownsville-pub.com.

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

Check one:

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

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

Email: _____

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

Carrier: _____

Account: _____

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

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

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

City State Zip code

Telephone Number / E-mail

Date

Signatory's

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

REQUEST FOR PROPOSAL

Brownsville PUB Vehicle Lease Program

GENERAL BACKGROUND

The BPUB, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a general manager/chief executive officer, one assistant general manager/chief operating officer, one chief administrative officer, a chief financial officer and a chief legal officer responsible for specific divisions. The BPUB employs approximately 600 employees. The Board's fiscal year is the 12-month period ended September 30th of each year and is referred to herein as the "fiscal year."

PURPOSE

The BPUB is seeking competitive sealed proposals from commercial fleet lease providers to replace approximately twenty-seven (27) of the BPUB's current fleet. The BPUB's ongoing objective is to improve the performance of its fleet – reduce cost and fleet downtime while improving fleet reliability and functionality – through enhanced fleet leasing practices. The BPUB desires to enter into an agreement that will provide the best value to the BPUB, and that will form the basis of a partnership between the successful proposer, hereinafter "Contractor," and the BPUB for the achievement of the BPUB's long term objectives. The BPUB is currently in need of replacing approximately twenty-three (23) pickup/utility trucks, one (1) full size SUV, one (1) mid-size SUV and two (2) cargo van's and is seeking alternative ways of procuring. The BPUB reserves the right to order any number of leased vehicles it deems to be in the best interest of the BPUB. The amount to be awarded shall remain contingent upon allowable budgeted expenditures, therefore the vehicle lease program contract shall include a "Non-appropriation Clause".

SCOPE OF SERVICES

Submission of a proposal constitutes an offer to perform and deliver the vehicles specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the documents listed below (incorporated into this Contract by reference) shall collectively constitute the Contract. Contractor shall provide all labor, supervision, materials and equipment necessary for Brownsville PUB Lease Vehicle Program.

Vehicle Usage

Vehicles leased under this contract will be used by BPUB employees to conduct official BPUB business and operations only. All vehicle operators will be appropriately licensed and have a satisfactory driving record. The BPUB will use and operate, and permit the use and operation, of

each vehicle in a careful manner and in compliance with all requirements of any governmental authority having jurisdiction, as applicable.

Program Scope of Services

Overview

The BPUB is looking for a comprehensive solution for the lease of fleet vehicles. This will include the additional services described in this section. Contractors are expected to submit proposals that address all portions of this section. If a Contractor is unable to satisfy every element of this section, but chooses to submit a proposal, the Contractor must clearly identify the element(s) it is unable to satisfy in the specifications and the reason the requirement cannot be met. The BPUB will review any exception(s) taken, but, at its sole discretion, may determine the proposal not responsive to the BPUB's requirements and remove it from further consideration.

Vehicle Requirements

Based on the list of vehicles BPUB is requesting to lease, it will be up to the Contractor to recommend the best options/packages. Final vehicle selection will be agreed between Contractor and BPUB Fleet Services Manager. Vehicle color must be white. Vehicles quoted shall be SUV's, ½ ton, ¾ ton, 1-ton pickup trucks and cargo vans as specified. All vehicles are to be newest model available with standard safety features.

Vehicle Maintenance and Warranty Plan

Contractor will perform all recall work when necessary. Contractors must provide a warranty plan that will cover manufacturer warranty. Warranty service must be performed at local authorized dealerships. Contractor is required to have locations in Brownsville or within the Rio Grande Valley surrounding areas for routine maintenance work. The BPUB **may** perform limited vehicle maintenance in-house, such as oil changes.

Preventive Maintenance (PM)

The Contractor will provide a preventive maintenance schedule with notification and documentation and a process for repair discovery during PM service. The Contractor must have a process of preventive maintenance in place that documents the service from initiation through closure.

- a.** All factory recommended preventative maintenance services as pre-scheduled and prescribed by the original equipment manufacturer to be performed at industry standard interval.
- b.** All incidental and parts required for the preventative maintenance (fluids, belts, hoses, ignition and emission components, etc.)

Temporary Replacement Vehicles

The Contractor must be able to provide BPUB a temporary replacement vehicle when warranty or maintenance repairs last more than seven (7) days. The replacement vehicle must meet the specifications in this document. In the case where a permanent replacement is not in stock, the Contractor will provide a temporary vehicle until a suitable permanent replacement is located. **A replacement vehicle is provided to BPUB at no additional cost.**

Vehicle Damage

Definitions

Normal Wear and Tear is defined as dents, dings, paint chips, or scratches three inches or less in size, pitted, but not cracked, windshields, and interior wear such as soiled carpets and seats

normally incurred by a motor vehicle used in both rural and metropolitan areas over a period of 12 months.

Excess Wear and Tear is defined as dents, dings, paint chips, or scratches more than three inches in size, cracked or punctured bumpers, chipped or cracked windshields, interior holes, burns, rips, tears, or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, and any exterior or interior damage attributable to collision.

A Total Loss Vehicle is defined as a vehicle that the estimated cost to repair the vehicle is equal to at least 80 percent of the retail market value of the vehicle prior to the damage as determined by using NADA Guides at www.nadaguides.com. The BPUB, at its discretion, may be willing to incorporate into the contract a more detailed catalog of damage descriptions and a schedule of damage allowances and charges. This catalog and the associated schedule(s) should be based on a common industry standard.

Vehicle Damage Repair Due to Collisions

The BPUB will be responsible for repairing all vehicle damage due to collisions. The Contractor, if they so choose, may supply a proposal for repairing vehicle collision damage. The cost of the damage will be covered by an insurance policy with comprehensive and collision coverage; in the event that the Contractor's repair proposal is lower than, or equal to, the insurance payout, the Contractor will be afforded the right to perform the repairs. In cases where vehicle damage is caused by another party and that party selects the repair shop to have the vehicle repaired, the Contractor will be afforded the opportunity to inspect the vehicle before and after the repairs are made so long as those inspections are conducted without unduly affecting the repair schedule. The BPUB will be responsible for the replacement of all cracked and damaged glass.

Vehicle Damage Resulting from Excess Wear and Tear

When the BPUB returns a vehicle to the Contractor at the end of the vehicle's lease period, an assessment for excess wear and tear shall be made at the time the vehicle is returned. If excess wear and tear damage exists, the Contractor shall submit an invoice to the BPUB for the excess wear and tear damage. The invoice repair amounts shall be obtained from a reputable industry guide, such as the "Mitchell Collision Estimating and Reference Guide." Excess wear and tear must be fully documented, including clear photographic evidence of the damage. For any individual damage estimate that is greater than \$2,000, the Contractor will provide the BPUB with repair estimates from no less than three (3) repair facilities.

Maintaining Warranty and Repair Services

The Contractor will perform all manufacturer-required maintenance at the manufacturer-prescribed intervals. Maintenance intervals will be selected to ensure the continuation of warranty coverage.

The BPUB will maintain responsibility for maintenance tasks that would typically be considered the duty of the vehicle operation, such as:

- a) Periodic visual inspections
- b) Fluid level checks and top-off
- c) Oil changes
- d) Tire pressure check and inflation

The Contractor will also include all of the above tasks as part of every scheduled maintenance visit and will correct deficiencies at each visit. All scheduled warranty work shall be completed within

7 days. If warranty work is not completed within 7 days see Temporary Replacement Vehicle section above.

Warranty Coverage

All vehicles proposed will be covered by a minimum of 1 year with option to extend an additional 2-12-month periods, no mileage restrictions, bumper-to-bumper warranty or better. The BPUB will be responsible for all acts of vandalism. Contractor shall perform and provide these products and/or services under the terms of this agreement. The Contractor shall assist the BPUB with deciding their individual needs.

New Vehicle(s) - The successful Contractor shall furnish the Brownsville PUB a manufacturer's New Vehicle Warranty, which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public.

Manufacturers' Incentives – use the standard National Fleet incentive for all pricing.

The following maintenance and repair related information/reports for the BPUB:

a. Monthly Reports

Summary cost reports (body repairs, mechanical repairs, glass, car rentals, etc.)

Custom Reports as Requested

Information Processing

b. Quarterly Metrics

BPUB trends (average cost of repairs, average number of days for repairs, etc.)

BPUB performance vs. other accounts

Vendor performance vs. Industry (average cost of repairs, average number of days for repairs, etc.)

c. A warranty monitoring and management warranty claim service, including a process to secure extended warranty (out of warranty) non-warranty items.

Detailed Description: Contractors shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:

a. Maintenance program.

b. Physical damage program.

c. Vehicle resale process.

Fleet Vehicle Lease Requirements

For evaluation purposes, the BPUB is requiring all Contractors to use the following lease parameters. Upon award, the BPUB will negotiate with the awarded vendor the appropriate lease parameters the BPUB deems necessary for each individual vehicle leased.

The following represents the BPUB's requirements for a lease:

- One (1) year with option to extend two (2) additional twelve (12) month periods. Lease with no mileage restrictions.
- Contractor must supply End of Term Balance at the end of the 36-month term.
- List all other applicable fees and charges.
- Maintenance as specified above based on lease term requested.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.
- BPUB reserves the right to add aftermarket parts with no penalties such as: tool boxes, light bars, striping, fuel cells, etc.
- All vehicle registration, title, and tags shall be provided by the Contractor.

MINIMUM QUALIFICATIONS

Proposals shall be accepted only from Contractors who meet the following minimum requirements:

1. Contractors shall provide basic data relative to the firm's size, history, personnel, and special expertise relevant to the project.
2. Identify the project manager and/or key staff; describe his or her responsibilities, qualifications, relevant experience, and length of service. Identify any sub-contractors you would use in connection to the services requested. Include their qualifications and responsibilities relevant to this RFP.
3. Include a statement describing how you would approach the work defined by this RFP. You can write about each of the services you can provide on an individual basis, or you can write one statement to describe your approach on all the services your firm/company is interested in performing.
4. Previous government experience delivering on the size and scope of project sought by this RFP.

INSTRUCTIONS TO RFP RESPONDENTS

Contractors must submit a signed original paper copy and one (1) copy of the entire proposal package in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on January 29, 2025**.

Sealed envelope must be clearly labeled as follows:

**Brownsville Public Utilities Board
Attention: Diane Solitaire
1155 FM 511
Olmito, TX 78575**

“P017-25 Brownsville PUB Vehicle Lease Program, January 29, 2025, 5:00 PM”

CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB

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

FIRM REPRESENTATIVE

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

VENDOR ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION NUMBER (TIN)

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with proposal response.** Attached are sample forms.

TAXES

The BPUB is exempt from Federal Excise Tax, State Sales Tax and Local taxes. Do not include tax in the proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

SIGNING OF PROPOSAL

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

EEOC GUIDELINES

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

CONTRACT AND TERM

The services shall be performed in Brownsville, Texas. A services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors. The initial term of this Contract shall be a primary period of twelve (12) months commencing upon BPUB Board approval; provided however, that the BPUB shall have the right and option to extend the term hereof by up to two (2) additional twelve (12) month periods by giving written notice to Contractor of BPUB's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term of the immediately preceding term.

BROWNSVILLE PUB RIGHTS

1. If only one or no proposal is received by "submission date", the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold proposal for up to 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and Firm/contractor) and if proposer/Firm holds original proposal prices firm.

5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the Firm/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

CORRECTIONS

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

PROJECTED PROJECT TIMELINE

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

RFP Advertised	January 11 and January 18, 2025
Last day to submit questions:	January 21, 2025
Proposals due:	January 29, 2025 by 5:00 PM
Proposal Opening:	January 30, 2025 at 10:00 AM
Proposals evaluated: (tentatively)	January 31 to February 18, 2025
Board approval of contract award:	March 10, 2025
Project Start Date:	March, 2025
Vehicles Received by BPUB	TBD

REFERENCE CHECKS

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

RPP IS NOT A BASIS FOR OBLIGATIONS

This request for competitive sealed proposals does not constitute an offer to contract and does not commit the BPUB to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of proposals. The BPUB reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The BPUB also reserves the right to cancel all or part of this request for proposals for any reason determined by the BPUB to be in the best interest of the rate payers.

RIGHTS TO SUBMITTED MATERIALS

All proposals and material submitted to the BPUB by a firm, in response to this RFP, shall become the property of the BPUB after the proposal submission deadline. The BPUB's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Contractor's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Contractor shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Contractor violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Contractor being disqualified from the procurement process.

INSURANCE

- A. Firm agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB in at least the following minimum amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Firm also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Firm for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed in not less than the following amounts:

Commercial General Liability
Personal injury and property damage -
\$1,000,000.00 combined single limit each occurrence and
\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:
Bodily injury and property damage -
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:
\$1,000,000.00

- C. Contractor shall add the BPUB and the City of Brownsville, together with their respective commissioners, board members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance that Contractor will carry. The insurance certificate(s) shall provide for thirty (30) days advance notice to BPUB of any policy cancellation. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual

personal injury liability coverage, a “protective liability” endorsement to ensure contractual liability assumed by Contractor.

- D. Contractor shall furnish BPUB with an Insurance Certificate(s) which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Contractor agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claim made basis, for the duration of the project.

PROPOSAL INFORMATION

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

Direct any questions to Diane Solitaire, Purchasing Department, by phone at (956) 983-6366 or by email to dsolitaire@brownsville-pub.com.

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

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

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

EVALUATION PROCEDURE AND CRITERIA

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

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

Ability to Provide the Type of Vehicles Requested: Weight: 25

Present a detailed description of the Contractor's proposed approach to providing the lease of BPUB requested vehicles specified in this RFP. This section will describe the services to be provided, who will provide the services, how the services will be provided.

Technology for Supporting the Program: Weight: 25

- a) Electronic on-line catalog, order entry uses by and suitability for the entity's needs
- b) Quality of Contractor's on-line resources
- c) Specifications and features offered by Contractor's products and/or services
- d) Management systems used to support provision of services and accomplishment of performance objectives and standards.

Qualifications and Experience with Government Entities: Weight: 25

In this section of the proposal, the Contractor will describe its record of accomplishment in performing lease services comparable to those specified in this RFP, and other information relevant to determining the ability of the Contractor to deliver vehicles. Provide a list of clients to include the name of each client, a client email address and telephone number, the size and composition of the client's fleet, the scope of services provided, effective dates of the contract(s) with this client, and the annual contract cost.

Exceptions, Innovations, and Fleet Program Improvements: Weight: 25

This section of the proposal provides the Contractor the opportunity to suggest alternatives to the scope of services and conditions set forth in this RFP which, in the Contractor's judgment, will further advance accomplishment of the BPUB's fleet objectives. In addition, the Contractor must state in this section whether it takes exception to any provision set forth in this RFP. The BPUB prefers to receive technical proposals that are inclusive of all provisions set forth in this RFP but would like for contractor to define alternatives in terms of changes in the technical and price proposals that will enable the BPUB to evaluate clearly and consistently the merits of these alternatives relative to the scope of services and conditions set forth in this RFP. **The BPUB does encourage alternatives and options to minimize risk for the utility and maximize the value of the BPUB's resources.** Failure of a contractor to include this separate section in its proposal means to the BPUB that the contractor takes no exceptions to the terms and conditions specified in this RFP, and offers no alternative terms and conditions.

Price Proposal: Weight: 25

Contractor is to submit their price proposal on the attached proposal cost sheets. Price proposal should include lease terms for – 1 year with the option to extend up to 2 additional 12-month periods. It would be at the discretion of the BPUB to choose what lease term will be agreed upon. Lease terms are subject to negotiation. All proposal prices shall include all taxes, delivery, permit fees, royalties, license fees, and destination charges, upgrade costs, optional equipment and installation costs along with any other cost or fee arising from the, as well as all costs of packaging, to the designated location within the City of Brownville. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal closing. Cost proposals should be well documented and explained to add in evaluating the rationale and reasonableness of proposed costs. The BPUB reserves the right to reject poorly documented cost proposals and/or follow-up with contractors to obtain required documentation.

Price Lists

- a) Products, Services, Warranties, etc. price list
- b) Prices listed will be used to establish both the extent of a contractor's product lines, services, warranties, etc. available from a particular contractor and the pricing per item.

Itemized Cost Proposal for each year for a Total Lump Sum Amount for the possible three (3) years for evaluation ranking purposes.

Please be advised that cost will not be the sole determining factor in the BPUB's selection of a Contractor to provide the services specified in the scope of services in this RFP. The decision to conduct interviews or check references of individual contractors, all contractors, or no contractor is at the sole discretion of the BPUB.

All responses submitted become the property of the BPUB and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The BPUB will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

**PROPOSAL COST SHEET
P017-25**

ALL UNITS SHOULD BE 2024 OR 2025

ITEM #	DESCRIPTION	QTY	MAKE/MODEL	MONTHLY LEASE COST PER UNIT (Initial 12 month period)
1	½ Ton 4x2 Crew Cab, Short Bed, Full size with towing package; Replace Units 451 & 409	2		\$
2	½ Ton 4x2 single cab, short bed; Replace Unit 460, 2 new additions	3		\$
3	¾ Ton 4x4 single cab, Utility Service body; Replace Unit 434 and 422	2		\$
4	¾ Ton 4x2 single cab, Utility service body; Replace Unit 156, 226, 272 and 419	4		\$
5	¾ ton 4x4 Crew Cab, full size with Utility Service Body; Replace Unit 778, 709, 481, 465 and 486	5		\$
6	¾ Ton 4x4 single cab, full size with Utility Service Body and Tommy lift gate; Replace Unit 471 and 411	2		\$
7	¾ Ton, Crew Cab 4x4 diesel, towing package with convenience group package, 360-degree camera package, active lane management system, pre-collision assist with active braking, anti-theft system; New addition	1		\$
8	1 Ton 4x2 Crew Cab with Utility Service Body and tommy lift gate; Replace Unit 723 and 734	2		\$
9	Ford Explorer XLT or equal, 4x2 active lane management system, convenience package, pre-collision assist with active braking, anti- theft system; Replace Unit 301	1		\$
10	Ford Expedition XLT or equal, full size SUV 4x2 active lane management system, convenience package, pre-collision assist with active braking, anti-theft system; Replace Unit 450	1		\$
11	1 Ton 4x4 Crew Cab with Utility Service Body; Replace Unit 33	1		\$

ITEM #	DESCRIPTION	QTY	MAKE/MODEL	MONTHLY LEASE COST PER UNIT (Initial 12 month period)
12	¾ Ton 4x2 Cargo Van; Replace Unit 62 and 423	2		\$
13	½ Ton 4x4 Crew Cab, active lane management system, convenience package, pre-collision assist with active braking, anti-theft system; Replace Unit 710	1		\$

Estimate Market Value at Term (36 Months)_____

Company Name:_____

Authorized Company Representative:_____

Authorized Company Representative:_____

Signature (Failure to sign proposal will disqualify it)

Company Address:_____

Telephone #: _____

Fax #: _____

Email: _____

REQUIRED FORMS CHECKLIST

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

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

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(PLEASE COMPLETE AND RETURN WITH PROPOSAL)

Name of Entity: _____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

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

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

87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____
Date

Organization Name
House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____
Date _____

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

Previous Customer Reference Worksheet

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

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract? \$ _____		What Type of Contract? <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify:

[illegible]

FORM W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number [] [] [] - [] [] - [] [] [] [] or Employer identification number [] [] - [] [] [] [] [] [] [] []
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

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

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . What's New Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.	New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065). Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they
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FORM W-8BEN-E

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

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

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

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization																
3 Name of disregarded entity receiving the payment (if applicable, see instructions)																	
4 Chapter 3 Status (entity type) (Must check one box only): <table 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 colspan="4"><input type="checkbox"/> International organization</td> </tr> </table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part	<input type="checkbox"/> International organization			
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5 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. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI. </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. 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6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address). <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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