



**BROWNSVILLE NAVIGATION
DISTRICT OF CAMERON
COUNTY, TEXAS**

**Request For Proposals For
Financial Statement and
Compliance Audit
Services
RFP # AAR-271023-08**

**Pre-Proposal Date - Thursday, September
21, 2023 10:00 AM TEAMS VIDEO
CONFERENCE**

**Closing Date –Friday, October 6, 2023
2:00 PM TEAMS VIDEO CONFERENCE**

**Brownsville Navigation District • 1000 Foust Road • Brownsville, TX 78521
(956) 831-4592 • (800) 378-5395 • Fax (956) 831-5006 • portofbrownsville.com
www.bidnetdirect.com//portofbrownsville**

Timetable

1. These Specifications are to be released for action on or about Wednesday, September 13, 2023
2. A Pre-Proposal Meeting will be held **Thursday, September 21, 2023 @ 10:00 AM CST.**

Join by Team Virtual Meeting

[Click here to join the meeting](#)

Meeting ID: 237 363 101 788

Passcode: bvkTxU

[Download Teams](#) | [Join on the web](#)

3. The last date for written questions to be received from Applicants is **Friday, September 22, 2023 @ 3:00 PM. CST.**
4. Response to written questions will be **posted Tuesday, September 26, 2023 @ 5:00 PM. CST.**
5. Proposals must be received by the District's *Procurement and Contracts Supervisor*, by **Friday, October 6, 2023 @ 2:00 PM CST @**
www.bidnetdirect.com//portofbrownsville

Applicants are cordially invited to the Proposal opening Teams Virtual Meeting (attendance is optional).

Join by Teams Virtual Meeting

[Click here to join the meeting](#)

Meeting ID: 267 953 058 344

Passcode: 2j2qeB

[Download Teams](#) | [Join on the web](#)

6. Applicants are cordially invited to the Proposal opening but are not required to attend.
7. It is anticipated that the award of the proposal will be made at a meeting of the District's Board of Commissioners to be held at Wednesday, November 1, 2023

Proposers are welcome to attend this meeting, but attendance is not required.

8. It is anticipated that the successful Applicant(s) will be notified on or about Thursday, November 2, 2023

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NOTICE

Notice is hereby given that sealed Proposals for **Financial Statement and Compliance Audit Services** will be received by the Brownsville Navigation District of Cameron County, Texas.

All Proposals must be submitted to Bidnet Direct @ www.bidnetdirect.com/portofbrownsville OR sealed and delivered to the Brownsville Navigation District, Procurement and Contract Supervisor 1000 Foust Road, Brownsville, Texas, on or before Friday, October 6, 2023 @ 2:00 PM If not submitted via Bidnet @ www.bidnetdirect.com/portofbrownsville , submittals must be clearly marked on the outside of the envelope:

Proposal for Financial Statement and Compliance Audit Services RFP# AAR-271023-08

Proposals must comply with the requirements set out in the "Request for Proposals" which may be obtained from the Port of Brownsville website and Bidnet Direct.

No Proposal will be accepted via fax or email.

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners to reject any and all Proposals.

SECTION I

GENERAL INFORMATION AND INSTRUCTIONS

General

The Brownsville Navigation District d/b/a The Port of Brownsville (hereinafter referred to as the “District”) is soliciting Proposals for **Financial Statement and Compliance Audit Services**

1. Each Applicant will read these Specifications with care, since failure to meet each condition or a combination of specified conditions may invalidate the Proposal. **Any exceptions to terms requested herein must be clearly noted in writing and be included as a part of the submitted Proposal.**
2. **No telephone, fax or e-mail proposals will be accepted.** The District will not be responsible for missing, lost or late mail. Any Proposals received after the date and time set for the deadline for receipt of proposals will be returned to the Applicant unopened.
3. The RFP information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing by email to: purchasing@portofbrownsville.com
4. The District reserves the right to purchase more or less than what's indicated on the solicitation, and the District reserves the right to not purchase anything under this solicitation.

Reservation of Rights

The District expressly reserves the right to:

- Accept one or more Proposal(s).
- Reject any and all Proposals received, or portion thereof.
- Cancel the entire RFP.
- Issue a subsequent RFP.
- Remedy technical errors in the RFP process.
- Waive informalities and irregularities.
- Contact any Proposer for clarification after the Proposals are opened.
- Negotiate with any, all, or none of the respondents to the RFP.
- Accept any Proposal in whole or part, whether there are negotiations subsequent to its receipt. If subsequent negotiations take place, they shall not constitute a rejection or an alternate RFP.
- Accept the Proposal deemed most advantageous to the District.

Preparation of Proposal

Submittals shall be prepared on the attached Proposal forms, if applicable, and with attachments as necessary to fulfill the specifications contained herein.

There is no expressed or implied obligation for the Port to reimburse responding firms for any expenses incurred in preparing proposals to respond to this request.

Submission of Proposal

Proposals shall be submitted via Bidnet Direct, or 2 copies one (1) physical and one (1) Digital (USB) of the proposal shall be submitted **in a sealed envelope**. Each envelope or package must be addressed as follows:

**Brownsville Navigation District
Procurement and Contract Supervisor
1000 Foust Road
Brownsville, Texas 78521**

On the front of each envelope shall be written the following words:

**Financial Statement and Audit Services
AAR-271023-08**

Submittals by the Applicants in response to this RFP shall become the property of the District. The District shall not be responsible for the Respondent's costs associated with submitting of a response.

Authorized Signature

All Proposals must be signed by persons who have legal authority to bind the Applicant to items and prices that are reflected in the proposal.

Withdrawal of Proposal

Applicants may withdraw their Proposals at any time up to the time specified as the closing time for acceptance of proposals. However, no Applicant shall withdraw or cancel their proposal for a period of Ninety **(90)** days after said closing date for acceptance of proposals. The successful Applicant shall not withdraw or cancel or modify their proposal, except at the request of the District, after having been notified that said proposal has been accepted by the District.

Interpretation of Specifications

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of these Specifications, they may submit via Bidnet direct Q&A or to **Miguel Barajas, Procurement and Contract Supervisor @ purchasing@portofbrownsville.com** a written request for interpretation thereof. Requests for interpretation must be received by Friday, September 22, 2023 @ 3:00 PM CST. Proposers shall not seek to influence any District Board members or District staff, directly or indirectly through others, as such contact may result in disqualification.

Addendums to Request for Proposals

If it becomes necessary to revise any part of this RFP, a written addendum will be posted on the Port of Brownsville web site, under "Business with the Port/Procurement". **It will be the responsibility of each Applicant to verify that they have received all addendums.**

Applicants must acknowledge on the Applicant's Acknowledgement Form the receipt of all addendums in order for their Proposal to be considered. The District is not bound by any oral representations, clarifications, or changes made in the written specifications by the District's employees.

Criteria Used in Evaluating Proposal

Proposals will be carefully evaluated for compliance with the requirements & evaluation criteria contained in the RFP Specifications.

Compliance with Laws

All Applicants involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this proposal process.

Texas Ethics Commission Form 1295 Disclosures

Companies doing business with the Brownsville Navigation District, a governmental entity, are required to file a "Disclosure of Interested Parties Form" (Form 1295). Applicants will be required to file a Form 1295 prior to the Board approving the award of the bid. Further information regarding this form may be found on the Texas Ethics website, and instructions will be provided.

Texas Government Code Chapter 2270 Prohibition on Boycotting Israel

Companies doing business with the Brownsville Navigation District, a governmental entity, are prohibited from boycotting Israel during the

term of the purchase agreement resulting from this bidding process. Applicants will be required to provide a written verification that they do not boycott Israel and that they will not boycott Israel during the term of the agreement.

Award of the Proposal

Award shall be based on the RFP specifications and evaluation criteria. The District reserves the right to award the Proposal to multiple Applicants in order to obtain the best value for the District in the District's sole discretion.

Determination of Compliance with Specifications

The Procurement and Contracts Supervisor or his designee will be responsible for assuring that the delivered product/service complies with the successful applicants proposal and will make the final determination of compliance. This examination will take place on the date of delivery or within a reasonable time thereafter. If it is rejected for failure to comply with the Specifications, it shall be the responsibility of the applicant to remove it from the District's premises at their expense.

Insurance Requirements

The successful firm shall not commence work under this engagement until the insurance required has been obtained and certificates of insurance are on file and approved by the Port. Approval of the insurance certificates by the Port shall not relieve or decrease the liability of the successful firm.

- (a) The successful vendor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the Brownsville Navigation District, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the Port as "additional insured" shall be at the Consultant's expense.
- (b) The Port shall be given notice 30 days prior to cancellation or modification of any required insurance. The certificate of insurance provided to the Port shall be endorsed or amended to comply with this notice requirement. Such notification will be in writing by registered mail, return receipt requested and addressed to the Port, care of the Director of Administrative Services.
- (c) The vendors insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the Port. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.
- (d) The vendor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this section shall be given to the Port of Brownsville at the following address: Port of Brownsville Attn: Administrative Services Department 1000 Foust Road Brownsville, TX 78521

The successful Vendor shall not commence work under this agreement until all of the insurance required has been obtained and certificates of insurance are on file and approved by the Brownsville Navigation District. Approval of the insurance by the Brownsville Navigation District shall not relieve or decrease the liability of the successful Vendor.

The successful Vendor shall provide and maintain for the duration of this agreement, the following minimum coverage:

Type of Coverage	Limit of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Accountants and Auditor's Errors and Omissions Insurance	\$5,000,000/occurrence \$5,000,000 annual aggregate
Comprehensive General Liability	
-Bodily Injury	\$1,000,000/occurrence
-Property Damage	\$1,000,000/occurrence
-Comprehensive Automotive Liability	\$1,000,000/occurrence
Coverage to include:	
-All owned vehicles	\$1,000,000/occurrence
-All non-owned vehicles	\$1,000,000/occurrence
-All hired vehicles	\$1,000,000/occurrence

All policies must be endorsed with a Waiver of Subrogation in favor of the Brownsville Navigation District d/b/a Port of Brownsville.

All insurance shall be at the sole cost and expense of the successful Vendor. All the liability coverages cited shall name the Brownsville Navigation District as an additional insured as its interest may appear. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District sixty (60) days prior written notice.

Technology Liability (Errors & Omissions)

1. Combined limit of not less than \$2,000,000 per occurrence; \$4,000,000 million aggregate; or
2. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury. The umbrella policy shall cover amounts for any claims not covered by the primary Technology Liability policy. Defense costs shall be outside the limits of liability.
 - a. Coverage shall include, but not be limited to, the following:

- i. Failure to prevent unauthorized access
- ii. Unauthorized disclosure of information
- iii. Implantation of malicious code or computer virus
- iv. Fraud, Dishonest or Intentional Acts with final adjudication language
- v. Intellectual Property Infringement coverage, specifically including coverage for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of patent, copyright, trademark or trade secret, brought against the Port for use of Deliverables, Software or Services provided by Consultant under this Agreement.
- vi. Incident Response Costs, Legal and Regulatory Costs, Security and Forensic Costs, Crisis Communication Costs, Privacy Breach Management Costs, Third Party Privacy Breach Management Costs, and Post Breach Remediation Costs.

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, a separate policy specific to Technology E&O, or an umbrella policy that picks up coverage after primary coverage is exhausted. Either is acceptable if coverage meets all other requirements. Technology coverage shall be written to indicate that legal costs and fees are considered outside of the policy limits and shall not erode limits of liability. Any deductible will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written approval of the Port. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance, or a full copy of the policy if requested, shall be submitted to the Port to evidence coverage.

Term of Engagement

The term of this engagement is for the Port's fiscal year ending December 31, 2023, through fiscal year ending December 31, 2025. This is for 3 audit engagements. Either party shall give a 90-day written termination notice prior to January 1 of any year.

Selection Process

The Port will establish a Selection Committee to perform a comprehensive evaluation of all proposals received based on the established RFP specifications and evaluation criteria. The Selection Committee may select 1-3 finalists for interviews. The Port reserves the right to request additional information during the evaluation process and/or to recommend award of the RFP to the Board of Commissioners without conducting such presentations and interviews.

Subcontracting

If the firm plans to subcontract any portion of audit work, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit engagement, no additional subcontracting will be allowed without the prior written consent of the Port.

Delivery

The successful Applicant will be expected to deliver the requested goods/services within the specified delivery period, if any.

Confidentiality

Applicants shall certify that any confidential information obtained from the District shall not be made available, reproduced, sold, distributed or otherwise published or disseminated to any person or entity, except as is necessary for the applicant to provide the equipment/services required by the RFP. The applicant must also agree to notify the District of any instances that the confidentiality of any information to which it has been given access has been breached.

Terms of Payment

Progress payments will be made on the basis of percentage of work completed during the course of the engagement(s) and out-of-pocket expenses incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month.

The District refers to the payment terms of the *Texas Prompt Payment Act* as Net 30: Payment of the net (full) amount will be made within 30 days of receipt of the invoice or receipt of material or service, whichever is later

Billing address for invoices under this RFP is:

Brownsville Navigation District

Finance Department

1000 Foust Road

Brownsville, TX 78521

Electronic invoicing may be submitted to

vendor@portofbrownsville.com

SECTION II SPECIFICATIONS

Auditing Standards to be Followed

To meet requirements of this RFP, the audit shall be performed in accordance with U.S. Generally Accepted Auditing Standards (GAAS) and U.S. Generally Accepted Accounting Principles (GAAP) as set forth by the American Institute of Certified Public Accountants, reporting standards and statements set forth by the Governmental Accounting Standards Board (GASB), and the standards for financial audits set forth in the U. S. General Accounting Office's Government Auditing Standards (refer to as "Yellow Book") and the latest Single Audit Act Amendments and Uniform Guidance.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditors' expense, for five (5) years unless the firm is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available to the District, upon request.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The successful firm must maintain complete confidentiality of all records resulting from the audits and may not disclose or transfer such information to any party without the express written consent of the District.

The auditor may need access to confidential records of information. The auditor must institute adequate procedures to ensure that the required confidentiality is maintained, including access to such information within the firm. Such procedures must include clearly identifying any record of information contained in the audit working papers that the District has determined is confidential information, keeping those working papers in a separate binder and physically securing those working papers. All electronic working papers must be maintained in a secure environment.

Work area, telephones, photocopying, and fax machines

The Port of Brownsville will provide the auditor with reasonable workspace, desk and chairs. The auditor will also be provided with reasonable access to appropriate telephones, photocopying and fax machines, and internet connections.

Technical Support/Implementing New Accounting Standards

In connection with the basic financial and compliance audit services the audit firm may also be required to have readily available resources for the Port, in terms of personnel and technical materials, for providing consultation on accounting and other technical matters as needed.

The auditor's assistance and consultation will be required in implementing new GASB statements or other financial reporting standards at the earliest possible date, even if prior to the required effective date.

SECTION II SPECIFICATIONS – (continued)

Section II A - Audit of the Brownsville Navigation District

Background:

The Brownsville Navigation District of Cameron County, Texas dba Port of Brownsville was created in 1929 for the purpose of developing and operating a deep-water Port facility directly on the U.S. Mexico border. The Port is a political subdivision of the State of Texas and is an independent governmental entity subject to the provisions of Chapters 60 and 63 of the Texas Water Code. It is governed by a five-member Board of Navigation and Canal Commissioners which approves all Port policies, rates and contractual obligations. The Port currently employs 135 full-time employees.

The Port is the largest land-owning public port in the nation with 40,000 acres of land and derives its operating revenues from charges for vessel harbor, dockage, wharfage and security surcharge fees, as well as lease rentals, easements, storage, crane services, permits and the sale of various Port services such as utilities. All waterfront facilities on the ship channel, main harbor and fishing harbor are owned by the Port. Vessel, rail car and truck loading and unloading is performed by stevedoring contractors.

Fund Structure/Reporting Entity:

The Port's operations are accounted for within a single proprietary (enterprise) fund on the "economic resources" measurement focus using the accrual basis of accounting. The Port is not legally required to adopt a budget, therefore comparative statements of budgeted to actual expenses are not included within the Port's financial statements.

GASB defines the reporting entity as the primary government and those component units for which the primary government is financial accountable. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Section 2100: *Defining the Financial Reporting Entity* of the GASB Codification of Governmental Accounting and Financial Reporting Standards. Using these criteria, no legally separate organizations met the necessary conditions for inclusion as component units in the financial statements of the primary government. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units.

The Port sponsors the Retirement Plan for Employees of Brownsville Navigation District (the "Pension Plan"), a public single employer defined benefit Cash Balance pension plan for eligible Port employees. The Port is the fiduciary of the Pension Plan. Fiduciary funds are used to account for assets held on behalf of outside parties. These activities are not included in the Port's enterprise fund financial information since the Port cannot use these assets to finance operations. Fiduciary fund statements (Statement of Fiduciary Net position and Statements of Changes in Fiduciary Net Position) and related notes associated with the Pension Plan are included in the Port's Annual Comprehensive Financial Report (ACFR). The Retirement Plan for Employees of Brownsville Navigation District issues separate stand-alone financial statements. A separate audit of the Plan's financial statements is also required. **(Refer to Section II B)**

SECTION II SPECIFICATIONS – (continued)

Annual Comprehensive Financial Report:

The audit firm shall assist Port Staff in drafting and compiling the Port's Annual Comprehensive Financial Report (ACFR). The ACFR shall be prepared in conformity with the Government Finance Officers Association's latest requirements for its Certificate of Achievement for Excellence in Financial Reporting Program. Port staff will draft the Letter of Transmittal, Management's Discussion and Analysis, Introductory and Statistical sections. The Port annually participates in the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program with a June 30th report submission deadline. The Port has received this GFOA award for the previous eleven consecutive years.

Single Audit/Federal and State Grants:

The Single Audit will cover all federal and state financial assistance and or grants.

The Port was awarded \$14.5 million in Port Infrastructure Development Program federal grant funds to develop, expand, and upgrade a grain and bulk handling facility owned by the Port of Brownsville and operated by West Plains, LLC.

A Single Audit was not necessary for FY 2022 as federal grant expenditures did not exceed the Single Audit threshold. The most recent Single Audit was conducted in FY 2021.

Scope of Work – Port of Brownsville General Purpose Financial Statements (Annual Comprehensive Financial Report and Single Audit Reports):

- The auditor shall express an opinion on the fair presentation of the Port's financial statements and related notes in accordance with accounting principles generally accepted in the United States of America.
- The auditor shall be responsible for performing certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of Americas.
- The auditor shall be responsible for performing certain additional procedures to express an opinion on the schedule of operating expenses and the schedule of expenditure of federal awards in relation to the basic financial statements as whole in accordance with auditing standards generally accepted in the United States of America.
- The auditor shall issue a report on internal control over financial reporting and on compliance in accordance with Government Auditing Standards.
- The auditor shall issue an opinion on compliance for each of the Port's major federal and state programs in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the audit requirements of the Uniform Guidance and the audit requirements of the Texas Uniform Grant and Contract Management Act.

SECTION II SPECIFICATIONS – (continued)

Engagement Timeline:

- Start of Audit Fieldwork - The Port's fiscal year begins on January 1 and ends on December 31st. Port staff estimates to have an adjusted trial balance and records ready for the annual audit engagements by or before the first week of March.
 - Draft ACFR Report - The draft report shall be completed and submitted for review and comments no later than April 15th annually. Port staff will complete their review of the draft report as expeditiously as possible.
 - Exit Conference with Audit Committee - Auditors shall be available for a meeting with the audit committee to discuss the ACFR report and the result of the audit(s). Hard copy reports must be submitted by May 15th for delivery to the Audit Committee which is composed of Port Staff and Commissioners. Any findings addressed in the management letter should be reviewed with the Audit Committee.
 - Final Report – The final ACFR report shall be available by May 31st. The audit firm may be requested to assist in producing and binding hard copies of the Port's ACFR, as well as one electronic copy. If this assistance is requested, the Port will provide the printing materials and supplies.
 - Audit Presentation - A representative of the firm must be available to present the ACFR and Annual Financial reports and the results of the audit to the Board of Commissioners at a regularly scheduled board meeting (typically held the first and third Wednesday of each month).
 - GFOA submission – Audit firm will assist with GFOA comments so that Port staff may submit the Port's CAFR report by the June 30th award program deadline.
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SECTION II SPECIFICATIONS – (continued)

Section II B - Retirement Plan for the Employees of the Brownsville Navigation District

The Pension Plan's stand-alone financial report under GASB No. 67 is to be audited annually by a Certified Public Accounting firm and filed with the Pension Review Board of Texas no later than 210 days after the end of its fiscal year, or July 30th.

Background:

The Retirement Plan for Employees of Brownsville Navigation District is a public single-employer defined benefit plan. It provides service retirement, disability retirement and death benefits for eligible participants, this includes all full-time employees of the Brownsville Navigation District.

Fiduciary responsibility for the operation and administration of the Plan is placed in a Board of Trustees, which includes a member of the Brownsville Navigation District Board of Commissioners. All other Trustees are active District employees. The Board of Trustees delegates the daily administrative functions to a third-party administrator and the District's Human Resources and Finance Departments.

As of December 31, 2022, the Plan has approximately 217 participants. Of this total, 102 were active (currently employed by the District) members, 47 are beneficiaries (including survivors), and an additional 68 members are eligible for future benefits but are not yet receiving benefits.

All active, full-time employees of the Brownsville Navigation District are required to participate.

The fiscal year for the Plan begins on January 1 and ends on December 31.

The Plan held a net position of \$8,895,467 as of December 31, 2022. Most of the plan assets consists of investment assets. The responsibility for the investment of plan assets is vested in the Board of Trustees. The Board of Trustees uses Morgan Stanley as a trust custodian and investment advisor to provide expert advice on the investment of funds.

Contributions are made to the Plan by the District and by all active full-time employees. The District withholds the contributions due from the paychecks of the employees and deposits the money to the Pension Plan's bank account on a bi-weekly basis. The employees' contribution is 4% of their gross payroll. The District matches employee contributions at a rate of 150%. District contributions are deposited to the Pension Plan bank account at the same frequency as employee contributions are deposited.

SECTION II SPECIFICATIONS – (continued)

The District employs an actuary to complete an annual actuarial valuation of the Plan. The Plan's actuaries will make available the actuarial valuation report by March 1st annually. On an annual basis, the Plan's actuaries calculate a recommended District contribution toward the Unfunded Actuarial Liability. The District makes bi-weekly payments toward this contribution during the year at the same time that the District's contribution match is deposited into the Pension Plan's bank account. A reconciliation is performed in December and any additional contribution toward the recommended amount is made before the end of the fiscal year.

The actuaries also provide separate reports for the purpose of disclosing pension plans in financial statements under GASB 67 (for the Plan's Annual Financial Report) and under GASB 68 (for the District's ACFR).

Under IRS Code Section 414(d), the Plan is an IRC Section 401(a) retirement plan established and maintained for the employees of a political subdivision of the State of Texas. Contributions to the Plan are exempt from income tax.

Scope of Work – Retirement Plan for Employees of Brownsville Navigation District – Annual Financial Report:

- The auditor shall express an opinion on the fair presentation of the Plan's financial statements and related notes in accordance with accounting principles generally accepted in the United States of America.
- The auditor shall be responsible for performing certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of Americas.
- The auditor shall issue a report on internal control over financial reporting and on compliance in accordance with Government Auditing Standards.

Engagement Timeline:

- Start of Audit Fieldwork - The Plan's fiscal year begins on January 1 and ends on December 31st. Port staff estimates to have an adjusted trial balance and records ready for the annual audit engagements by or before the first week of March. The reports prepared by the Plan's actuaries are typically available by March 1st annually.
- Draft Annual Financial Report - The draft report shall be completed and submitted for review and comments no later than April 15th annually. Port staff will complete their review of the draft report as expeditiously as possible.
- Exit Conference with Audit Committee - Auditors shall be available for a meeting with the audit committee to discuss the Annual Financial report and the result of the audit(s). Hard copy reports must be submitted by May 15th for delivery to the Audit Committee which is composed of Port Staff and Commissioners. Any findings addressed in the management letter should be reviewed with the Audit Committee.

SECTION II SPECIFICATIONS – (continued)

- Final Report – The final Annual Financial report shall be available by May 31st. The audit firm may be requested to assist in producing and binding hard copies of the Plan's Annual Financial report, as well as one electronic copy. If this assistance is requested, the Port will provide the printing materials and supplies.
 - Audit Presentation - A representative of the firm must be available to present the ACFR and Annual Financial reports and the results of the audit to the Board of Commissioners at a regularly scheduled board meeting (typically held the first and third Wednesday of each month).
-

Section II C - Additional Considerations

Reporting to the Board of Commissioners – Auditors shall assure themselves that the Board of Commissioners is informed of each of the following:

- The auditors' responsibility under U.S. generally accepted auditing standards.
- Significant accounting policies.
- Management judgements and accounting estimates.
- Significant audit adjustments.
- Other information in documents containing audited financial statements.
- Disagreements with management.
- Management consultation with other accountants.
- Major issues discussed with management prior to retention.
- Difficulties encountered in performing the audit.

Computer Systems – The Port currently uses Tyler Technologies Incode to maintain the Port's general ledger and to record financial transactions.

Additional Information – More detailed information about the Port and its finances can be found in prior audited financial reports and budgets. These are available to the proposers upon request or on the District's website at www.portofbrownsville.com.

SECTION II SPECIFICATIONS – (continued)

RFP Required Elements - The following elements must be included and should be addressed/discussed in the Applicant's Proposal:

- Table of Contents – The proposal must contain a table of contents.
- Transmittal Letter – A signed letter of transmittal briefly stating:
 - ✓ The proposer's understanding of the services to be provided.
 - ✓ The commitment to perform the work within the agreed-upon time.
 - ✓ A statement as to why the proposing firm believes itself to be best qualified to provide auditing services to the Port of Brownsville. The proposer's response may include the firm's strengths, the local office's strengths, and the firm's audit philosophy.
 - ✓ A statement that the person signing the proposal is entitled to represent the firm, empowered to submit the fee estimate and authorized to sign a contract with the District and that the proposal is a firm and irrevocable offer.
 - ✓ A statement that the firm is independent of the District and the Retirement Plan for the Employees of the Brownsville Navigation District based on the standards of Government Auditing Standards, United States General Accounting Office (GAO).
- Detailed Technical Proposal – The detailed proposal should, at a minimum, include the following:
 - ✓ Detail the firm's overall qualifications and abilities to meet the specific requirements of this proposal including the firm's strengths, size of the firm, the number of offices, and the number of partners and staff in the local office(s).

The Port realizes that the audit firm may have local government audit, pension audit, and consulting expertise nationally. While this is important, the Port is most interested in local government audit and pension audit expertise available in the "local office." The local office is defined as the office from which the audit engagement will be managed and primarily staffed.

SECTION II SPECIFICATIONS – (continued)

- ✓ Identify which local office would be assigned to this engagement and list the qualifications and background of the personnel who will be directly involved with this audit. Firm should identify the partner(s), principal supervisory staff, and audit staff who will be assigned to this engagement and their audit experience/whether each person is licensed to practice as a CPA (include bios/resumes as necessary).
 - Engagement partners, managers, supervisory staff and firm specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written consent of the District. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience. However, in either case, the District retains the right to approve or reject replacements.
 - Consultants mentioned in response to this RFP can only be changed with the express prior written consent of the District, which retains the right to approve or reject replacements.
- ✓ Include an audit timeline detailing the estimated length of time to provide audit services, by phase.
- ✓ Outline the audit plans for the audit work to be performed. Describe what your firm's philosophy will be with respect to the audit of the Port of Brownsville and the audit of the Retirement Plan for Employees of the Brownsville Navigation District.

The proposal should set forth an audit plan, including an explanation of the audit methodology to be followed to perform the services as specified in this RFP. Proposers are required to provide the following information on their audit approach:

- Proposed segmentation of the engagement.
 - Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - Approach to be taken to gain and document an understanding of the Port's internal control structure.
 - Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - Approach to be taken for selecting sample sizes and the application analytical procedures.
- ✓ A statement that the firm and the engagement partner are properly licensed to practice in Texas.
 - ✓ A statement of its ability and commitment to perform the audit work within the period requested in the RFP and its software capabilities to allow for remote work on the audit engagements.

SECTION II SPECIFICATIONS – (continued)

- ✓ A statement that the firm is independent of the Port (as defined by generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States) and its staff are impartial and free from conflict of interest. Disclose any relationships that may exist between the Port and management and members of the firm which might impair the firm's independence.
- ✓ A statement that the firm has no pending litigation that could adversely affect its reputation or negatively affect its commitment to completing the proposed engagement.
- ✓ Disclosure and information on any disciplinary action taken or pending against the audit firm or audit personnel during the past 3 years with federal or state regulatory bodies and professional organizations (e.g. AICPA, state board, state society, SEC, etc.).
- Fee Proposal – The proposal should include a schedule of professional fees and expenses (including all out-of-pocket expenses) which supports the total all-inclusive (not-to-exceed) maximum fee for each annual audit engagement (Fiscal Years 2023, 2024, and 2025). The Fee Proposal shall be presented in the format provided in the attachment (Appendix B) for each year.

If there are services that are not described in the Scope of Work in this RFP but are necessary for the successful completion of the annual audits in accordance with professional standards, those services should be sufficiently itemized and described in the Fee Proposal. Fees related to such additional scope of work must be separately itemized in your overall fee proposal.

The Proposer must also provide the basis for annual cost increases in subsequent years through the end of the 3-year agreement.

- ✓ Reasonable out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed. All estimated out-of-pocket expenses to be reimbursed should be presented on the dollar-cost proposal in the format provided in the Fee Proposal schedule (Appendix B).
- ✓ Rates for Additional Professional Services – If it should become necessary for the District to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and the firm. Any such additional work agreed to between the District and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in Appendix B.
- Include a copy of the most recent peer review report. Describe the results of your firm's and local office's most recent peer review and its status under the AICPA peer review program.

SECTION II SPECIFICATIONS – (continued)

- Listing of a minimum of three client references (preferably *Ports* or local government entities) with whom the Firm currently provides audit services. Also, preferably clients whom the Firm assisted in preparing ACFR reports that were awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting – References are to include:
 - ✓ Entity name
 - ✓ Name and title of contact
 - ✓ Email & Phone number of contact
 - ✓ General description of the audit services provided to entity
 - ✓ Years the audit services were provided
- For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last three years that are similar to the engagements described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and contact information of the principal client contact.
- Notation of any deviations from the RFP specifications.
- Listing of all Audit firm office locations.

SECTION II SPECIFICATIONS – (continued)

Evaluation Criteria

The following criteria shall be used to evaluate the Proposals:

Requirement	Maximum Points
Qualifications – Engagement Partners, managers and supervisor auditors assigned to engagement are licensed CPAs (10pts). Audit firm has adequate record of quality work/external peer review report (10pts). Audit firm has an adequate number of staff members/size of firm (5pts).	25
Experience – Audit firm and staff have sufficient knowledge and experience auditing governmental entities - enterprise funds (10pts). Audit experience in Single Audit engagements and reporting on federal/state financial assistance programs compliance (10pts). Audit firm and staff have sufficient knowledge and experience auditing public pension plans (10pts). Firm experience in assisting clients prepare ACFR reports that were awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting (5pts).	35
Industry Knowledge – Understanding & experience auditing Ports (5pts). Understanding & experience auditing Pension plans (5pts).	10
Audit Plan, Audit Timeline, and Proposed Engagement Team – Approach to conduct the audit and commitment to meet the Port's audit needs & timeline (5pts). Ability of firm to perform both ACFR and Retirement Plan Audits (5pts). Audit firm will assign sufficient and knowledgeable audit members to complete the engagement(s) on time (5pts).	15
Cost – Audit firm with the lowest, all-inclusive fee, will obtain the highest points (15pts)	15
Total Points	100

Mandatory Criteria – Proposals will not be considered for further evaluation unless there is compliance with all the following criteria:

- The firm must be an independent auditor, properly licensed for public practice in the State of Texas.
- The firm must meet the independence standards of Government Auditing Standards, United States General Accounting Office (GAO).

Fee Proposal – (Appendix B)

Audit of the Brownsville Navigation District - Fiscal Year 2023	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Single Audit (requirement may not apply to all Fiscal Years)				
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Single Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

Audit of the Brownsville Navigation District - Fiscal Year 2024	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Single Audit (requirement may not apply to all Fiscal Years)				
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Single Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

Audit of the Brownsville Navigation District - Fiscal Year 2025	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Single Audit (requirement may not apply to all Fiscal Years)				
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Single Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

Audit of the Retirement Plan for the Employees of Brownsville Navigation District - Fiscal Year 2023	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

Audit of the Retirement Plan for the Employees of Brownsville Navigation District - Fiscal Year 2024	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

Audit of the Retirement Plan for the Employees of Brownsville Navigation District - Fiscal Year 2025	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Fees
Partners				
Managers				
Supervisory Staff				
Staff Auditors				
Other (specify _____)				
Subtotal for Financial Audit				
Additional Services (attach Detail on Subsequent Pages)				
Out of Pocket Expenses (attach Detail on Subsequent Pages)				
Travel (attach Detail on Subsequent Pages)				
Other (attach Detail on Subsequent Pages)				
Total All-inclusive maximum fee				

SECTION III PROPOSAL FORMS

Attachments to this RFP that are required:

1. Respondent's Acknowledgement Form
2. Vendor Registration and Conflict of Interest Questionnaire
3. Government Code Chapter 2270 and 2252 Disclosure Statement
4. Statement of Non-Collusion

***The following required forms can also be found at
www.portofbrownsville.com – Business With the Port / Vendor
Information***

- Vendor Registration Form
- Conflict of Interest Questionnaire

BROWNSVILLE NAVIGATION DISTRICT
RESPONDENT'S ACKNOWLEDGMENT FORM

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Applicant's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Applicant affirms that, to the best of their knowledge, the submitted Proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Applicants in the award of this RFP.

Addendums received:

Vendor:
Address:
City, State, Zip Code:
Signature of Applicant:
Title with Company:



To Vendors Doing Business with Brownsville Navigation District:

The Texas legislature passed two pieces of legislation that affect the relationship between the Brownsville Navigation District and its vendors. The Board of Commissioners of the Brownsville Navigation District has incorporated these new requirements into the *Code of Ethics* already in place for the District.

The District will now require that any vendor seeking to do business with the Brownsville Navigation District must file certain documents on an annual basis in order to be able to be awarded a purchase contract or a purchase order for goods or services. These forms are:

1. Vendor Registration Form
2. Conflict of Interest Questionnaire

These forms must be re-filed on an annual basis. Copies of the required forms and a full copy of the *Code of Ethics* are available on the District's website at

www.portofbrownsville.com

Conflict of Interest Questionnaires can be found at the Texas Ethics Commission web site at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Conflict of Interest Questionnaires must be filed in regard to the Brownsville Navigation District "local government officers" which include the Navigation District Commissioners, the Port Director and CEO and the Deputy Port Directors. A listing of these persons is enclosed. Completed forms are to be filed with my office.

Please do not hesitate to contact me should you have any questions regarding these forms.

Sincerely yours,

M A Barajas

Miguel Barajas

Procurement and Contract Supervisor

(956) 838-7043 Fax (956) 831-5106

purchasing@portofbrownsville.com

Brownsville Navigation District
1000 Foust Road/ Brownsville, Texas 78521 / (956) 831 -4592 / (800) 378-5395 / Fax
(956) 831-5106

BROWNSVILLE NAVIGATION DISTRICT ADMINISTRATION

"LOCAL GOVERNMENT OFFICERS"

Board of Navigation and Canal Commissioners

Esteban
Guerra
Chairman
Elected May 2022
Term Expires May
2026

Ralph Cowen
Vice Chairman
Elected May
2022
Term Expires May
2024

John
Wood
Secretary
Elected May 2022
Term Expires May
2026

Sergio Tito
Lopez
Commissioner
Elected May
2020
Term Expires May
2024

John Reed
Commissioner
Elected May
2020
Term Expires May
2024

Administration

Eduardo A. Campirano – Port Director & CEO
Melinda Rodriguez – Deputy Director of
Administration
Arturo Gomez – Deputy Director of Operations

Other Administrative Employees

Ariel Chàvez II, P.E./R.P.L.S. – Director of Engineering
Services Michael Davis – Harbor Master
Margie Recio – Director of Administrative
Services Zeus Yanez – Director of Finance
William Dietrich – Chief of Police
Jose Herrera – Director of Facilities
Maintenance Jorge Montero – Director of
Communications Antonio Rodriguez –
Director of Cargo Services Open –
Director of Real Estate Services

Brownsville Navigation District Vendor Registration Form

Please complete this form to give the District your contact information for use during an RFP/RFB process or to open or update a vendor account

Date:	Name of Person Providing Information:
If you are currently participating in an RFP process for the District, please indicate the RFP title:	
If you are interested in receiving a notice when an RFP is available, please indicate your areas of interest:	
<input type="checkbox"/> Construction Contracts	<input type="checkbox"/> Security Services
<input type="checkbox"/> Property/Liability Insurance	<input type="checkbox"/> Bank Depository
<input type="checkbox"/> Group Insurance	Other:
<input type="checkbox"/> Salvage Offerings	
<input type="checkbox"/> Uniform Service	

Vendor Name	Web Site
Contact Person:	Fax Number:
Phone Number:	eMail Address:
Mailing Address:	Physical Address:

Form of Business <i>(Individual/Sole Proprietor/Partnership/Corporation/Other)</i>	Taxpayer Identification Number:
---	---------------------------------

Please return this form by fax to (956) 831-5106 or by email to vendor@portofbrownsville.com

Signature of Person Providing
Information

This vendor is not a Listed Company as per: Section 2252 of the Texas Government Code *Federal Debarred List - SAM.gov	_____ Signature of Purchasing Auditor
--	--

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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 services, goods, or other property 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

**Texas Government Code Sections 2270.002 and 2252.152
Disclosure Statement**

The undersigned business entity hereby represents and warrants that the following statements are true and correct:

- (a) Pursuant to Section 2270.002, Texas Government Code, we hereby represent that we do not boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, we agree not to boycott Israel during the term of this purchase agreement.
- (b) We hereby acknowledge that (a) we do not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) we are not listed by the Texas Comptroller as described in Section 2252.152, Texas Government Code.

Company Name
Authorized Signature
Print Name and Position with the Company
Date

Brownsville Navigation District
Statement of Non-Collusion

The undersigned hereby certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Applicant or Port employee, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

Company: _____

Address: _____

Phone: _____

Fax: _____

Applicant: _____

(Print Name)

Applicant: _____

(Signature)

Title: _____

Signature of Company
Officer Authorizing this
Proposal: _____

Company
Officer: _____

(Print Name)

Officer's
Title: _____

Note: This form must be filled out and submitted with
the sealed proposal.

Nepotism Chart

The chart below shows:

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood)
for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

Also applicable to Conflict of Interest as outlined in Chapter 171 of the Local Government Code

