



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

**Request for Proposals
for Bank Depository
Services
BDP-241225-08**

**Pre-Proposal Date - Tuesday, November 18,
2025 2:00 PM TEAMS VIDEO CONFERENCE**

**Closing Date –Thursday, December 11, 2025
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**

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Timetable

Item	Due Date
Specifications Released	Thursday, November 13, 2025
Pre-Proposal Meeting	Tuesday, November 18, 2025 10:00 AM Join the meeting now
Questions Due	Friday, November 21, 2025 3:00 PM
Addendum 1 Due	Tuesday, December 2, 2025 5:00 PM
Submittals Due	Thursday, December 11, 2025 2:00 PM Join the meeting now
Evaluation Committee Meetings	December 12, 2025 thru December 16, 2025
Presentations (if desired by District)	Friday, December 19, 2025 Via Teams
Anticipated presentation to the Board for award.	Wednesday, January 7, 2026
Anticipated Notification of Award	Thursday, January 8, 2026

NOTICE

Notice is hereby given that sealed Proposals for Bank Depository 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 Thursday, December 11, 2025 @ 2:00 PM If not submitted via Bidnet @ www.bidnetdirect.com//portofbrownsville , submittals must be clearly marked on the outside of the envelope:

Bank Depository Services BDP-241225-08

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 Bank Depository Services.

1. Each Proposer 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 Proposer 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:

**Bank Depository Services
BDP-241225-08**

Submittals by the Proposers 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 Proposer to items and prices that are reflected in the proposal.

Withdrawal of Proposal

Proposers may withdraw their Proposals at any time up to the time specified as the closing time for acceptance of proposals. However, no Proposer shall withdraw or cancel their proposal for a period of Ninety **(90)** days after said closing date for acceptance of proposals. The successful Proposer 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, November 21, 2025 @ 3:00 PM CST. Vendors shall not seek to influence any District Board members or District staff, directly or indirectly through others, as such contact may result in disqualification.

Addenda 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 Proposer to verify that they have received all addendums.**

Proposers must acknowledge on the Vendor’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 Proposers 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). The successful Proposer 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. Vendors 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 Vendors 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 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 Proposer to remove it from the District's premises at their expense.

Insurance Requirements

- (a) The Proposer shall furnish proof of insurance requirements as indicated below and as required under the Contract Documents. 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 Vendor'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 Port Director and CEO.
- (c) The Vendor's 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 Contractor 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 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 Proposer 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
Comprehensive General Liability	
-Bodily Injury	\$1,000,000/occurrence
-Property Damage	\$1,000,000/occurrence
Comprehensive Automotive Liability	
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 Proposer 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 Proposer 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.

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

Confidentiality

Vendors 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 Proposer to provide the equipment/services required by the RFP. The Proposer 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.

Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents of competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The Port of Brownsville will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required

to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Terms of Payment

Funds will be paid until completion, acceptance and fulfillment of the purchase obligation to the District.

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

Please See Separate Detailed Specifications Document

SECTION III STANDARD FORMS

General 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
5. Proof of Insurance
6. Certificate of Interested Parties form 1295

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 Proposer 's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Proposer 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 Proposers in the award of this RFP.

Addendums received:

Vendor:
Address:
City, State, Zip Code:
Signature of Proposer :
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,

M A Barajas

Miguel A. 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

www.portofbrownsville.com

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:	
☐ Construction Contracts	☐ Security Services
☐ Property/Liability Insurance	☐ Bank Depository
☐ Group Insurance	Other:
☐ Salvage Offerings	
☐ 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:
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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
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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 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 Proposer 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: _____

Proposer : _____

(Print Name)

Proposer : _____

(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.

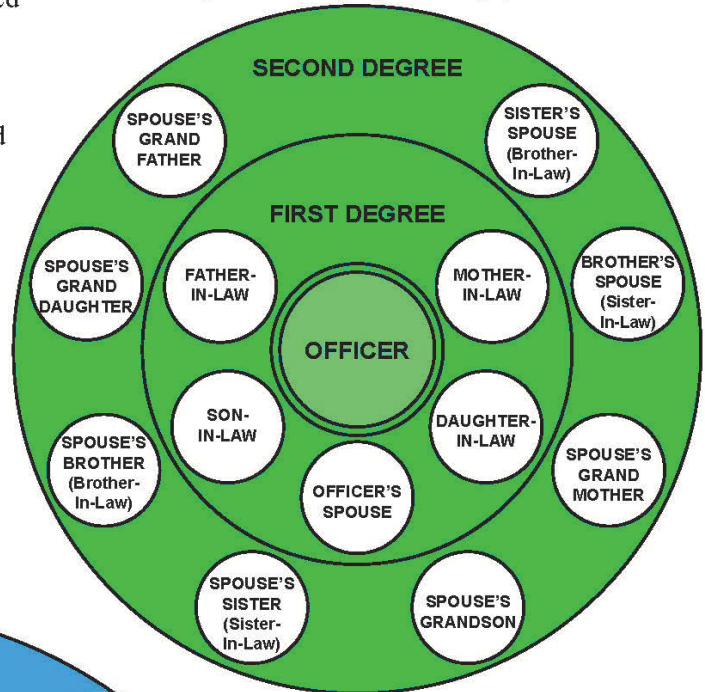
Nepotism Chart

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

Affinity Kinship
(Relationship by Marriage)



Consanguinity Kinship
(Relationship by Blood)

