



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

**Request for Proposals
for Fishing Harbor Security
FHS-010126-57**

**Pre-Proposal Date - Thursday, January 15,
2026, 10:00 AM TEAMS VIDEO CONFERENCE**

**Closing Date – Thursday, January 29, 2026
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**

Table of Contents

Timetable.....	3
NOTICE.....	4
SECTION I.....	5
GENERAL INFORMATION AND INSTRUCTIONS.....	5
General.....	5
Reservation of Rights.....	5
Preparation of Proposal	5
Submission of Proposal	6
Authorized Signature.....	6
Withdrawal of Proposal.....	6
Interpretation of Specifications.....	6
Addendums to Request for Proposals	7
Criteria Used in Evaluating Proposal	7
Compliance with Laws.....	7
Texas Ethics Commission Form 1295 Disclosures	7
Texas Government Code Chapter 2270 Prohibition on Boycotting Israel.....	7
Award of the Proposal.....	7
Delivery.....	7
Confidentiality.....	8
Terms of Payment.....	8
Insurance Requirements	9
SECTION II SPECIFICATIONS	11
Attachments to this RFP that are required:	17
Respondent's Acknowledgment Form	18
Brownsville Navigation District	20
Vendor Registration Form.....	20
.....	22
CONFLICT OF INTEREST QUESTIONNAIRE	22
Texas Government Code Sections 2270.002 and	24
2252.152 Disclosure Statement	24
Brownsville Navigation District Statement of Non-Collusion	25
Nepotism Chart.....	26

Timetable

Item	Due Date
Specifications Released	Saturday, January 3, 2026
Pre-Proposal Meeting	Thursday, January 15, 2026 2:00 PM Join the meeting now Meeting ID: 224 955 112 935 5 Passcode: Fj3N6TV2
Questions Due	Monday, January 19, 2026 3:00 PM
Addendum 1 Due	Wednesday, January 21, 2026 5:00 PM
Submittals Due	Thursday, January 29, 2026 2:00 PM Join the meeting now Meeting ID: 215 830 248 880 14 Passcode: kL6P7Pn6
Evaluation Committee Meetings	January 30, 2026 through Friday, February 6, 2026
Presentations (if desired by District)	Monday, February 9, 2026 Via Teams
Anticipated presentation to the Board for award.	Wednesday, February 18, 2026
Anticipated Notification of Award	Thursday, February 19, 2026

NOTICE

Notice is hereby given that sealed Proposals for Fishing Harbor Security will be received by the Brownsville Navigation District of Cameron County, Texas.

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 Fishing Harbor Security.

1. Each Vendor 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. 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
3. 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 Vendor 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.

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:

Fishing Harbor Security
FHS-010126-57

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 Vendor unopened.

Submittals by the Vendors 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 Vendor to items and prices that are reflected in the proposal.

Withdrawal of Proposal

Vendors may withdraw their Proposals at any time up to the time specified as the closing time for acceptance of proposals. However, no Vendor shall withdraw or cancel their proposal for a period of Ninety (**90**) days after said closing date for acceptance of proposals. The successful Vendor 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 Monday, January 19, 2026 @ 3:00 PM CST. Vendors shall not seek to influence any District Board members or District staff, directory 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 Vendor to verify that they have received all addendums.**

Vendors must acknowledge on the Vendor's Acknowledgement Form (**Attachment A**) 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 Vendors 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 Vendor 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.

Delivery

The successful Vendor 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 Vendor to provide the equipment/services required by the RFP. The Vendor 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

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

Insurance Requirements

- (a) The Vendor 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 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
 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 Vendor 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 Vendor 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.

SECTION II SPECIFICATIONS

CONTRACTOR QUALIFICATIONS

To establish the proposer's ability to perform under this contract, the following information shall be submitted with the proposal:

1. **Business Profile** – Description of the proposer, including form of organization (corporation, partnership, sole proprietorship, etc.), year established, and names/titles of principals.
2. **Licenses** – Copy of a valid **Class “B” Security Contractor License** issued by the Texas Private Security Bureau, along with all other required permits or licenses under the Texas Occupations Code, Chapter 1702.
3. **Personnel** –
 - List of proposed security officers assigned to this contract, including certification dates by the Texas Board of Private Security.
 - List of supervisory personnel assigned, with resumes outlining relevant experience and qualifications.
4. **Contract Experience** – List of security contracts performed within the past 24 months, highlighting public-sector or governmental contracts.
5. **Business History** – List of other names under which the firm has conducted business during the past three years.
6. **Financial Capacity** – Evidence of financial responsibility and stability, including audited or certified financial statements for the past three years.
7. **Experience Statement** – Written statement confirming that the proposer has been in continuous operation as a licensed security services provider for at least three (3) years prior to the anticipated award date.

SERVICE SPECIFICATIONS

A. General Requirements

1. Contractor shall provide unarmed, uniformed security guard services for the Fishing Harbor at the Port of Brownsville, Texas, in accordance with these specifications.
2. Services shall include physical security of the designated area, protection of personnel and property, access control, and reporting as required.
3. All services shall be subject to inspection and acceptance by the District, through the Chief of Police or designee. Monthly written reports and quarterly review meetings are required.
4. Contractor shall comply with all applicable federal, state, and local laws and ordinances.

B. Specific Duties

1. Protect personnel, property, materials, and equipment from unauthorized use, loss, theft, trespassing, espionage, and sabotage. Trespassers shall be escorted out and referred to the Port Police.
2. Control personnel and vehicle entry/exit at designated access points.
3. Refer any questionable individuals to the Port Police Department for clearance.
4. Identify and report unsafe conditions to the Lessee, Owner, and Port Police Department immediately.
5. Conduct continuous patrols (vehicle and foot), checking gates, doors, and windows. Notify Port Police of irregularities.
6. Maintain daily written logs of after-hours access and all incidents. Incidents must be reported to Port Police within one (1) hour.
7. Submit written reports of all security violations or assignment issues to the Lessee/Owner and Port Police.
8. Provide an organizational chart five (5) business days prior to contract start; submit monthly rosters with supervisor contact information; update immediately when changes occur.
9. No guard may work more than 12 consecutive hours or 60 hours per week, except in emergencies.
10. Supervisory personnel shall perform at least four (4) random inspection visits per week.

11. Conduct background checks on all officers (employment history, credit, criminal, reference checks) and maintain records for review.
12. Provide a minimum of 16 hours of on-site training to each security officer prior to assignment.
13. Guards must remain in the designated guardhouse or patrol unit while on duty.

C. Contractor-Furnished Equipment & Uniforms

1. Provide full uniforms (standardized, consistent, and professional) with all required safety equipment.
2. Firearms are strictly prohibited.
3. Provide at least one marked patrol vehicle (not older than 24 months) with functioning amber/strobe lights. Contractor bears all costs of fuel, maintenance, and insurance.
4. Furnish two-way radios and portable hand-held units at each post.

D. District-Furnished Items

The District will provide:

- Telephone for official use only.
- Electricity, water, and sewer utilities.
- Security office workspace.

E. Staffing Schedule

Contractor will provide one uniformed officer at the Fishing Harbor during the following hours:

- 5:00 p.m. to 6:30 a.m., daily (365 days/year).
- 1:00 p.m. to 5:00 p.m., Saturdays.
- 6:30 a.m. to 5:00 p.m., Sundays and designated holidays (New Year's Day, Memorial Day, Labor Day, Thanksgiving, Christmas).

F. Payment Terms & Deductions

- Invoices must include itemized daily hours; may be submitted no more than once weekly.
- Payment will be made within 30 days of approval by the Chief of Police or designee.
- Documented non-compliance (e.g., guard asleep, abandoned post, patrol vehicle out of service, incomplete uniform) will result in deduction of charges for the affected shift.

EVALUATION CRITERIA

Proposals will be evaluated and ranked by a District Committee using the following weighted criteria:

Criteria	Points
Experience & Qualifications (firm)	25
Capacity to Provide Services	20
Key Personnel Experience	10
Communication / Reporting	10
References (minimum 3 government entities)	15
Cost/Value	20
Total	100

Criteria Descriptions

1. **Experience & Qualifications (25 points)** – Evaluation of the vendor's demonstrated capabilities and past performance in providing comparable security services. Review will consider history of working with ports, municipalities, or similar entities; quality of work performed; contract adherence; training and certifications maintained; and ability to recruit and retain qualified personnel.
2. **Capacity to Provide Services (20 points)** – Assessment of the proposer's resources, staffing plan, equipment, and overall capacity to meet the service requirements set forth in this RFP. Consideration will be given to organizational structure, availability of supervisory staff, and ability to provide continuous coverage.
3. **Key Personnel (10 points)** – Relevant experience, training, and certifications of the supervisors and officers who will be assigned to the Port's account. Review will include resumes, demonstrated familiarity with applicable laws and regulations, and history of service on similar accounts.
4. **Communication / Reporting (10 points)** – Evaluation of the proposer's methods for communication with the District, including timeliness, accuracy, and quality of incident reporting, shift logs, and monthly/quarterly reports. Consideration will be given to responsiveness,

escalation procedures, and the ability to maintain clear and professional communication with Port Police and District staff.

5. **References (15 points)** – Evaluation of the proposer's references, with emphasis on contracts of similar size, scope, and complexity. At least three (3) references must be from government entities.
6. **Cost/Value (20 points)** – Review of the proposed pricing and overall value offered to the District. Evaluation will balance cost considerations with demonstrated ability to deliver quality services, reliability, and compliance.

Following evaluations, the District may request oral presentations. One or more firms may be awarded contracts, with assignments made at the District's discretion to ensure best value, availability, and performance.

SECTION III
STANDARD 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
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 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,

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:
<p>If you are currently participating in an RFP process for the District, please indicate the RFP title:</p>	
<p>If you are interested in receiving a notice when an RFP is available, please indicate your areas of interest:</p> <p><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</p>	

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	
<p>This vendor is not a Listed Company as per: Section 2252 of the Texas Government Code *Federal Debarred List - SAM.gov</p>	
_____ 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).

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		Nature of Interest (check applicable)		
Name of Interested Party		City, State, Country (place of business)	Controlling	Intermediary
5		Check only if there is NO Interested Party.	<input type="checkbox"/>	
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 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: _____

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

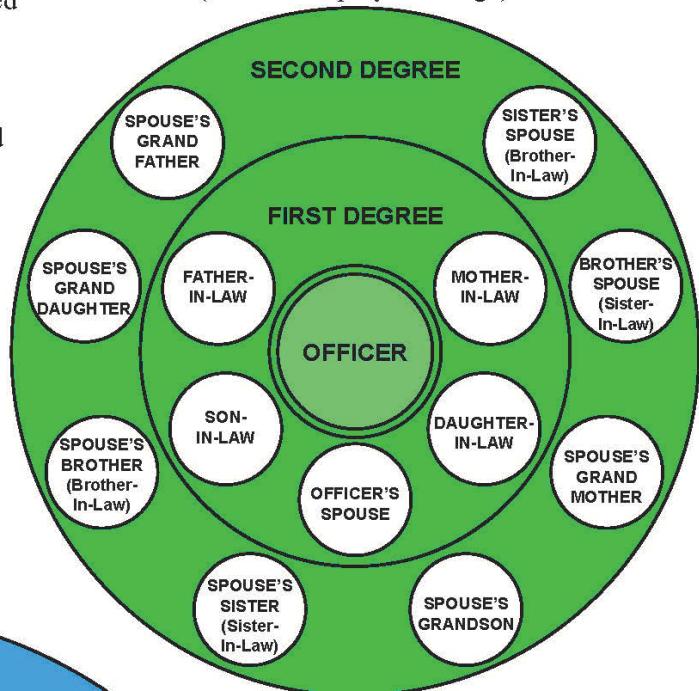
The chart below shows:

- **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

Affinity Kinship
(Relationship by Marriage)



Consanguinity Kinship
(Relationship by Blood)

