



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

**Request for Proposals  
for Insurance Consulting  
Services  
ICS-290924-04**

**Closing Date –Friday, November 1, 2024 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](http://portofbrownsville.com)  
[www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville)**

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## Timetable

1. This RFP is to be released for action on or about Saturday, September 21, 2024
2. The last date for written questions to be received from Vendors is **Thursday, October 10, 2024 @ 3:00 PM. CST.**
3. Response to written questions will be **posted Tuesday, October 15, 2024 @ 5:00 PM. CST.**
4. Proposals must be received by the District's *Procurement and Contracts Supervisor*, by **Friday, November 1, 2024 @ 2:00 PM CST @ [www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville)**

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

### **Join by Teams Virtual Meeting**

**[Join the meeting now](#)**

**Meeting ID: 261 037 639 108**

**Passcode: 7PBPPd**

5. It is anticipated that the proposals will be considered by the District's Board of Commissioners at a regular meeting held on Wednesday, November 20, 2024.

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

6. It is anticipated that the successful Vendor(s), if any, will be notified on or about Thursday, November 21, 2024

## **NOTICE**

Notice is hereby given that sealed Proposals for Insurance Consulting 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](http://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, November 1, 2024 @ 2:00 PM If not submitted via Bidnet @ [www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville) , submittals must be clearly marked on the outside of the envelope:**

### **Proposal for Insurance Consulting Services ICS-290924-04**

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.**

## **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 Insurance Consulting Services.

1. Each Vendor will read this RFP 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 Vendor 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 of any kind by the District. Requests for additional information should be directed in writing by email to: [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com)

### **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:

**Insurance Consulting Services  
ICS-290924-04**

### **Ownership of Proposal**

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](mailto:purchasing@portofbrownsville.com)** a written request for interpretation thereof. Requests for interpretation must be received by Thursday, October 10, 2024 @ 3:00 PM CT. Proposers 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 and Vendors should not rely on any oral representations or statements by District's employees or any other person that deviate from the written terms of this RFP and any addendums.

### **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 and evaluation criteria described herein. 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 services within the period described in the contract.

### **Confidentiality**

Vendors recognize District is a political subdivision of the State of Texas that is subject to the Texas Public Information Act and the Texas Open Meetings Act. Vendors acknowledge there shall be no expectation of confidentiality of any information submitted by Vendors to District. Information submitted to District shall be presumed public information, except as may be excepted pursuant to the Texas Public Information Act.

Vendors acknowledge any 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**

Payment will be paid in accordance with the contract executed between any successful vendor and District. Funds will not 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](mailto:vendor@portofbrownsville.com)**

## Insurance Requirements

The Consultant, in submitting a Proposal, shall furnish proof of insurance requirements as indicated below. Any successful vendor will be required under the contract to provide insurance coverages as follows, which must be kept in force at all times pursuant to the terms of the contract.

- (a) 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 Consultant'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 Consultant 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
Commercial General Liability	\$1,000,000/occurrence \$2,000,000/aggregate
Business Automobile Liability Owned, Hired and Non-owned Vehicles *Only required if the Consultant will operate vehicles*	\$1,000,000/combined single limit
Professional Liability (E&O)	\$1,000,000/claim \$2,000,000/aggregate

***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 thirty (30) days prior written notice.

## **SECTION II SPECIFICATIONS**

The information provided in this Request for Proposals is only to be used for the purpose of preparing a proposal or response detailing your firm's experience, expertise and services available to the Brownsville Navigation District in (i) advising and placing the District's primary or excess workers' compensation, marine, property, equipment, liability (general, auto, public officials, cyber security, crime and environmental), and other policies as may be needed, and (ii) advising District regarding its insurance requirements for District's tenants and vendors, (iii) advising and assisting District with review and handling of insurances provided by tenants and other third parties, and (iv) advising and assisting District in making claims should the need arise.

Consultant MUST have ten (10) or more years of experience with accounts similarly sized to the District, whether such enterprises are public or private enterprises. For information regarding the District, please visit the District's website [www.portofbrownsville.com](http://www.portofbrownsville.com). The bulk of the District's insurance policies currently cover the period of June 2 through June 1 the following year. A detailed listing of District's current insurance policies is included in the RFP. A detailed listing of the current levels of insurance required of District's tenants is also included in the RFP.

### **RESTRICTION OF COMMUNICATION**

After this RFP has been issued, Consultants are prohibited from communicating with District staff regarding the RFP or Proposals, with the following exceptions:

- Questions and clarifications. The District will accept written questions about this RFP and about any matter related to the scope of work through 3:00 pm on August 26, 2024. Questions must be e-mailed to: [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) (Oral instructions or information concerning the RFP given by District staff or personnel will not bind the District and should not be considered authoritative when assembling RFP packages.)
- A Consultant, who has a concern about whether or not the District has received their Proposal, may contact the District at (956) 831-4592 or [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) for this limited purpose.
- Consultants may be contacted by the Evaluation Committee during any finalist interviews.

The District shall not schedule meetings with representatives of any Consultant to discuss proposals and Consultant shall not contact District employees to explain, clarify, or discuss their proposals before contract award, except as set out in this section. Violation of this provision may lead to disqualification from consideration.

### **NO LOBBYING AFTER SUBMISSION OF PROPOSAL**

Upon submittal of your proposal, except to verify receipt of your proposal, neither you nor your agents shall contact District staff regarding your proposal or the evaluation and selection process. Any Consultant who violates this no-lobbying rule may have their proposal disqualified. If additional information is required or desired, the District will initiate the contact.

Information contained in proposals may not be disclosed to anyone other than District staff involved in the evaluation process until a contract is awarded. Consultants shall not offer any gratuities, favors or anything of monetary value to any former or current Trustee, officer, or employee of the District for influencing consideration of either their proposals or other proposals submitted.

**DURING THE RFP PROCESS PROPOSERS WILL HAVE NO CONTACT WITH ANY INSURER WHATSOEVER TO DISCUSS THE DISTRICT AND/OR ITS CURRENT OR FUTURE INSURANCE PROGRAM.**

**EVALUATION CRITERIA**

The District will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. The District will analyze each proposal to determine overall responsiveness and qualifications under the RFP. The District may select all or some of the proposers for in-person presentations or interviews.

Evaluation criteria includes the items listed below. Final approval can be made only by the District's Board of Commissioners.

**• Responsiveness to the purpose and scope and Capability and resources to provide the requested services and information contained in the Insurance Consultant Questionnaire provided herein: (50 pts)**

- Background of Consultant and support personnel, including professional qualifications.
- Other available resources, including total number of employees, number and location of offices, and affiliated companies.

**• Relevant Experience and Reputation (Consulting Services for Similarly Sized Entities, whether public or private): (30 pts)**

- Relevant experience of Consultant and Professional Qualifications of the specific individuals assigned to the project
- Specific experience with port authorities and terminal operators and or industrial or commercial landlords, including problems experienced with those clients, proposed solutions, and results. If no experience with port authorities or terminal operators, provide the same information about specific experience with public entities or similarly sized private entities.
- Provide a minimum of 3 client references with contact names, telephone numbers, and email addresses.

The District reserves the right to require each Consultant, at their expense, to validate claims made concerning capabilities, performance, service features, and any other relevant statements. Validations shall be in the form of references, personal interviews, demonstrations or any other relevant method the District deems appropriate.

**• Cost: (20 pts)**

The Consultant should describe its fee structure, indicated how charges are made and when billings are issued and due. The Consultant should describe rates or fees for professional time of Consultant and time of others, including any minimum, maximum, or flat fees, and which types of expenses are charged through to the District (i.e. postage, printing, travel, lodging, meals, etc.).

## **CONTRACT AWARD**

The District's Board of Commissioners may make an award to one or more Consultants, or none at all. However, even if an award is made no successful Consultant will have any contract rights as it relates to District until a final contract has been executed between the parties.

Prior to execution of any contract, the selected Consultant must furnish the District with a "Certificate of Status" showing its existence or authority to transact business in Texas. An out of-state entity must be registered to do business in Texas and furnish the District with a "Certificate of Registration." However, Consultants need not provide these certificates as a part of the proposal.

Consultant agrees to obtain written approval from the District prior to communicating with any media source or issuing any press releases, articles, or publications relating to services rendered pursuant to this RFP.

Consultant warrants by their submission of a Proposal that any services furnished shall not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim for infringement or violation of any patent, copyright, trade secret, or other proprietary right by any third party against the District, the District shall promptly notify Consultant. Consultant shall hold harmless, indemnify and defend the District from such claim.

The laws of the State of Texas govern this RFP and any resulting contract. Venue for any action relating to this RFP or any contract resulting therefrom shall be mandatory in Cameron County, Texas.

- A. The selected Consultant shall execute a contract with the District, no more than five (5) business days after the District Board approves contract award. Contract documents are not binding on the District until:
  1. The contract is executed by both the District and Consultant, and
  2. District's legal counsel approves as to the form of the contract documents.
- B. It is expressly understood and agreed that Consultant and all persons designated by it to provide services in connection with the contract is and shall be deemed to be an independent contractor, responsible for its respective acts, errors, or omissions, and that the District shall in no way be responsible for the Consultant's actions. Neither party hereto has authority to bind the other or to hold out to third parties that it has such authority.

### **Term**

The initial term of this agreement shall be for one (1) year with the option to renew for two (2) additional one (1) years terms for a total of three (3) years and subject to no change in terms and conditions, upon mutual written agreement of both parties.

## **SCOPE OF SERVICES**

The following services will be required to support the efforts to obtain primary, excess, specialized, or difficult-to-place insurance and other related services associated with the District's insurance program.

### **DEVELOPMENT**

Consultant shall work closely with District's Administration to identify and evaluate the District's risk exposures, provide professional advice regarding the appropriate types and levels of coverage, as well as retention levels, and assist in the development of Requests for Proposals (including insurance specifications and underwriting criteria) to secure primary or excess insurance for the District's insurable risks. The objective is to place insurance in accordance with the desired retentions and limits designated by the District. Consultant shall make available to the District all resources at its disposal to collect, organize, and review all data placed into any Request for Proposals.

### **IMPLEMENTATION**

Consultant shall market the District's account and assist in soliciting proposals from qualified carriers. Marketing shall include, but not be limited to, the following:

- Canvassing insurance markets
- Reviewing suitable manuscript policies
- Negotiations on behalf of the District
- Providing consultation and professional advice on proposed changes or enhancements to the program
- Providing ongoing advisory services concerning proposed changes or enhancements to the program for the duration of the contract.

### **BID OF INSURANCE PROGRAM**

Consultant shall represent the District in all phases of this project. Direct negotiations with the insurers will take place only with the direction of the District. Placement of any program of insurance will require Requests for Proposals being sent directly to insurance market underwriters and the Consultant must assure that the process complies with Texas law and with the District's Procurement Policy and Procedures. Consultant shall assist the District's Administration in the review and evaluation of proposals received, providing recommendations for contract award, and responding to questions from the District's executive management.

### **ADMINISTRATION**

Consultant shall continue to act in an advisory and consulting role to the District for the duration of the contract to ensure that the selected insurance program remains the most appropriate, cost effective, and responsive to the District's needs. Minimum services required include:

- Ensure the receipt of all binders, policies, policy endorsements, etc. within a designated time frame, verify their accuracy, and obtain necessary revisions.
- Analyze insurance market trends and report to the District as to the effect those trends will have on pricing and coverage availability.
- Provide premium estimates for the District's budget process.
- Assist in the renewal process by developing project timelines, as well as preparing data for renewal process (e.g., updated statement of values, underwriting data, etc.).

- Prepare policy/coverage summaries.
- Respond to changing needs of the District with regard to policy changes or endorsements.
- Monitor financial condition of carriers on the District's account.
- Provide insurance certificate management for all District lessees, contractors and vendors.

### **OTHER SERVICES**

Consultant must be available to serve in an ongoing consulting capacity to the District on insurance or other risk management issues on such projects as the District may request including, but not limited to:

- Respond to requests for information by the District's Administration and/or Port Director.
- Attend meetings with District staff, if needed.
- Identify markets for specialty coverage for the District and/or contractors doing business with the District.
- Assist the District in the assessment of the financial strength of insurance companies, risk retention and purchasing groups, captive insurers, and other traditional and nontraditional insurance mechanisms.
- Assist in evaluating proposals from potential contractors for risk management related issues such as third-party claims administration.
- Provide training opportunities to District staff on insurance and risk management matters.
- Participate in on-site inspections and provide advice on safety/loss control topics.
- Prepare a periodic analysis of losses and explain how these losses may affect the District's renewal posture.
- present insurance claims on the District's behalf; assist in obtaining loss settlements.
- Present a formal annual report to the District detailing the status of its insurance programs, activities, accomplishments, and goals for the coming year.
- Review contracts for insurance requirements for lessees, vendors and contractors and assist the District in development of standard insurance requirements, including insurance provisions in the District's Tariff and policies.

### **REPORTING**

Consultant shall provide draft and final reports for workers' compensation, general liability, automobile liability and other relevant liability policies to the District's Administration within six weeks of request.

### **CLAIMS AUDIT SERVICES**

Consultant shall provide for and include annual claims administration audit services within their proposal. Upon written request by the District's Administration, Consultant shall arrange for and coordinate an annual claims audit (workers' compensation, general liability, auto liability and other relevant liability policies). Consultant shall provide draft and final audit reports to the District's Administration within 60 days of this request, prior to beginning each year of the contract.

## **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
5. Proof of Insurance
6. Certificate of Interested Parties form 1295
7. Vendor Questionnaire
8. Insurance Consultant Questionnaire

***The following required forms can also be found at [www.portofbrownsville.com](http://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 Vendor's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Vendor 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 Vendors in the award of this RFP.

Addendums received:

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Vendor:
Address:
City, State, Zip Code:
Signature of Vendor:
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](http://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](mailto: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](http://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:	
<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](mailto: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](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.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.	
<b>2</b> 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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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 Vendor 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: \_\_\_\_\_

Vendor: \_\_\_\_\_

(Print Name)

Vendor: \_\_\_\_\_

(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.



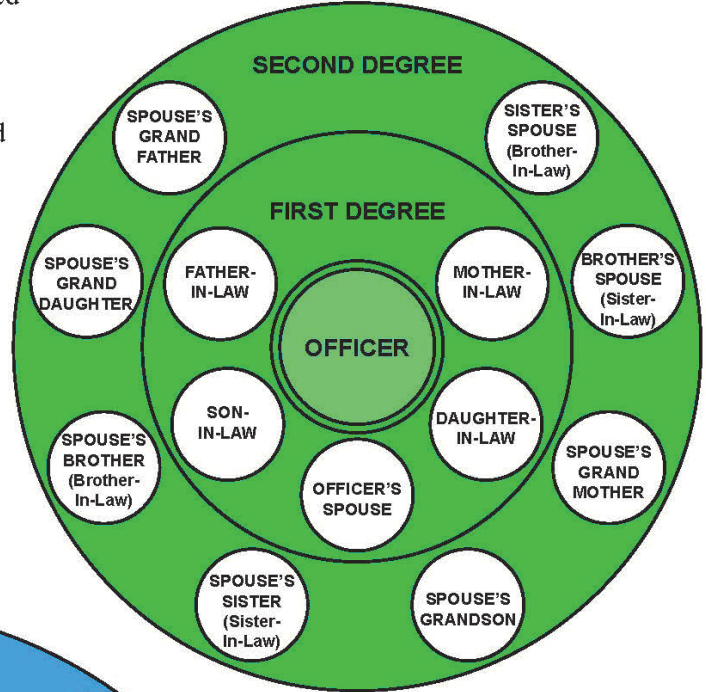
## Nepotism Chart

The chart below shows:

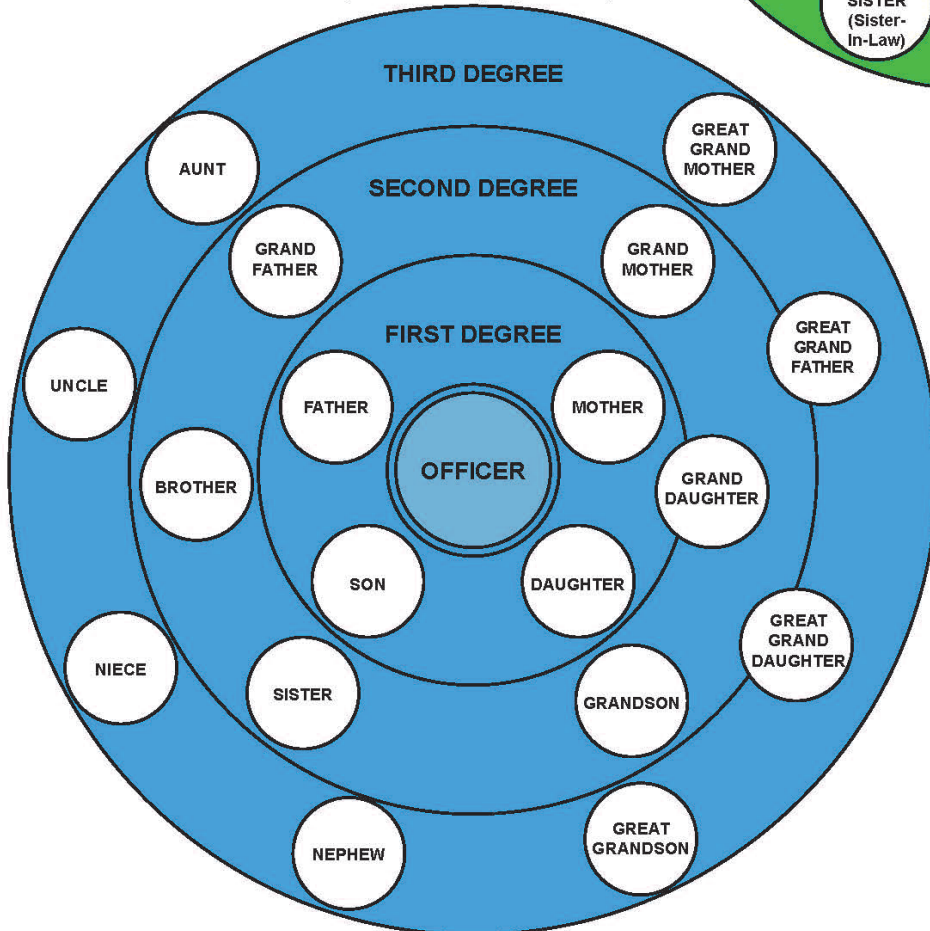
- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood)  
for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

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)



## INSURANCE CONSULTANT QUESTIONNAIRE

The purpose of this Questionnaire is to assist the District in the initial stage of selecting an Insurance Consultant.

1. Name of Company:
2. Address:
3. Telephone:
4. If Joint Venture or Partnership, so state. List Prime firm and sub-firm(s) and state amount of work to be shared and area of work. Attach organizational chart and indicate Principal/Account Executives and their Primary Assistant.
5. Professional & Technical Insurance Capabilities
  - A. Provide a brief description and history of your firm including when founded, total employees, specialization, qualifications, ratings, etc.
  - B. List similar programs that your firm presently services. Provide the name of the account, number of years serviced, contact name, phone number, and email address.
  - C. Please provide an organizational chart, as well as resumes, identifying the names, titles, address, phone number, responsibilities, years of experience, education levels, professional designations, etc. of those individuals who would be *specifically* assigned to the overall and day-to-day administration of this account.
  - D. Describe your formalized risk identification method or best practice used in evaluating the exposures of your clients, and more specifically, port authorities.
  - E. Describe how you would structure the District account and explain your rationale.
  - F. If granted exclusive access to insurance markets, list the insurance markets you would approach. Specify the order of priority and the rationale for each. Identify the level of business (premium volume) you currently have with each company.
  - G. Identify any of the above listed markets you consider to be proprietary or exclusive.
  - H. Describe your ability and willingness to respond to items A-G of the Scope of Services listed in Section II.
  - I. Describe the types of risk management services you have provided to your clients and that would be available to the District, including but not limited to:
    - Appraisal services provided to value District's real and/or personal property
    - Calculation of maximum foreseeable loss and probably maximum loss estimates
    - Claim prevention services, including facility inspections and

recommendation reports

- Risk surveys
- Stewardship reports
- Workers' compensation modification analysis
- Cost associated with the provision of these services

- J. Give some examples of the types of loss control services you have provided to your clients and that would be available to the District. What cost would be associated with the provision of these services?
- K. Describe the contract analysis services you have provided to your clients and that would be available to the District. What cost would be associated with the provision of these services?
- L. Please state any special strengths of your firm that deserve consideration.

## 6. Managerial & Service Skills

- A. List what your firm believes to be the three most important responsibilities of a Consultant.
- B. Describe the internal service standards you have established for servicing your clients.
- C. What core services will you provide? Describe any additional services you offer or recommend and any associated cost.
- D. Describe the methods you use to keep your clients informed of changes occurring in the insurance industry.
- E. Provide examples where you initiated solutions for your clients before they were sought.
- F. To what extent will your senior management be involved in the servicing of this account?
- G. What is your normal timetable for collection of renewal data and presentation to carriers?
- H. Do you have a specific schedule for the provision of any services required?

## 7. Company Qualifications:

- Date Founded/Opened: \_\_\_\_\_
- Total Number of Employees: \_\_\_\_\_
- Number of Terminal Operators: \_\_\_\_\_
- Number of Port Authorities: \_\_\_\_\_
- Number of Public Entities: \_\_\_\_\_
- Clients Premium Volume (P&C): \$ \_\_\_\_\_
- Approximate Total Premium: \$ \_\_\_\_\_
- Volume (all clients): \$ \_\_\_\_\_
- Approx. Average Account Size: \$ \_\_\_\_\_
- Largest Single Account: \$ \_\_\_\_\_

8. List your firm's experience with port authorities, terminal operators, & public entities, or similarly sized private entities, including address, contact person, telephone number, email address, and length of relationship.

- A.
- B.
- C.
- D.

9. List the two (2) most recent clients that did not renew their contracts for your services, including address, telephone number, contact person, and reason.

- A.
- B.

10. Does the company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next 12-24 months that may affect the organization's ability to carry out its responsibilities to the District?

11. Is your company, its affiliates, and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits or limits you, your company, its affiliates, and/or subsidiaries from providing services to the District?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail.

12. Provide a statement of the company's financial responsibility and resources to undertake a contract of this magnitude.

14. Is the Company authorized and/or licensed to do business in Texas?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail.

15. Errors and Omissions Insurance: Carrier:

Amount: \$

Policy No.:

Limit: \$

16. Provide receipt acknowledging any Addenda or Amendments to this RFP, if applicable.

17. Provide relevant company brochures, annual reports and other applicable data.

18. Indicate the contact person whom the District can contact upon concerning your proposal.

Name/Title:

Address:

Telephone:

Email:

19. Have your company or its officers have ever been convicted of a felony or been involved in any claim or litigation against the District?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail.

**THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_ Date \_\_\_\_\_