



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

**Request for Proposals  
for Purchase and Delivery  
of Bulk Fuels-Gasoline  
ULSD Ultra Clear Diesel  
and Red Dye Diesel  
BDG-040324-51**

**Pre-Proposal Date - Thursday, February 6,  
2025 10:00 AM TEAMS VIDEO CONFERENCE**

**Closing Date -Tuesday, February 18, 2025  
2:00 PM TEAMS VIDEO CONFERENCE**

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## Timetable

1. These Specifications are to be released for action on or about Saturday, February 1, 2025
2. A Pre-Proposal Meeting will be held **Thursday, February 6, 2025 @ 10:00 AM CST.**

### **Joint by Team Virtual Meeting**

[Join the meeting now](#)

Meeting ID: 280 396 345 401

Passcode: 3tL2iQ99

3. The last date for written questions to be received from Vendors is **Tuesday, February 11, 2025 @ 3:00 PM. CST.**
4. Response to written questions will be **posted Thursday, February 13, 2025 @ 5:00 PM. CST.**
5. Proposals must be received by the District's *Procurement and Contracts Supervisor*, by **Tuesday, February 18, 2025 @ 2:00 PM CST**

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: 266 821 331 463

Passcode: pW7ge37Z

6. It is anticipated that the award of the proposal will be made at a meeting of the District's Board of Commissioners to be held at Wednesday, March 5, 2025

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

7. It is anticipated that the successful Vendor(s) will be notified on or about Thursday, March 6, 2025

## **NOTICE**

Notice is hereby given that sealed Proposals for Purchase and Delivery of Bulk Fuels-Gasoline ULSD Ultra Clear Diesel and Red Dye Diesel 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 Purchase and Delivery of Bulk Fuels-Gasoline ULSD Ultra Clear Diesel and Red Dye Diesel.

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](mailto: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:

**Purchase and Delivery of Bulk Fuels-Gasoline ULSD Ultra Clear Diesel and Red Dye Diesel  
BDG-040324-51**

**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](mailto:purchasing@portofbrownsville.com)** a written request for interpretation thereof. Requests for interpretation must be received by Tuesday, February 11, 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.

### **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](mailto: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.

## SECTION II SPECIFICATIONS

### **General Requirements:**

Gasoline and Diesel fuels are required for Port Vehicles and equipment; however, the Port does not have its own central fueling facility therefore is seeking qualified suppliers to deliver fuel to our above ground tanks.

Vendor must be an established refiner, major representative, distributor, or dealer; and must upon the request of Port, provide satisfactory evidence of their ability to furnish products or service in accordance with the terms and conditions of these specifications.

It is the intent of District to enter into an agreement with qualified vendor to provide fuel for a 12-month period on an award based on the lowest profit margin and additional evaluation criteria. A benchmark price will be obtained weekly from the awarded vendor. The vendor will retrieve the benchmark price from OPIS (Oil Pricing Information Services).

The Vendors who are awarded may be required to supply the District with 1,000-gallon skid fuel tank(s) and pump with meter and no additional charges. The movable skid fuel tank should be double wall that satisfies TCEQ requirements. Delivery (free of delivery charges) of the empty skid fuel tank(s) will be within the District property if the need should arise.

At present, two temporary tanks will be needed as the Gas and Diesel tanks located at 5100 RL Ostos Rd. while permanent fueling system is being upgraded.

### **Fuel Requirements:**

The District has a fleet of approximately 50 vehicles, various pieces of heavy machinery, generators, and mobile cranes. All motor fuels delivered under this contract will be of the highest quality and will be free of foreign substances or water which may damage District vehicles or contaminate storage tanks.

The gasoline will be unleaded 87-octane regular gasoline and diesel fuel (Ultra Low Sulfur), shall conform to the most recent American Society for Testing and Materials (ASTM) Standard specifications of the latest edition standard specifications for automotive gasoline for the State of Texas and any ASTM revision thereafter.

### **Invoice Pricing:**

Shall include the proposal price per gallon and indicate applicable taxes as a separate item. The District Pays only State Tax. No Federal Excise Tax is to be charged.

A delivery ticket will be presented to a District employee at the fuel site at the time of delivery. The invoice should reference the delivery ticket number and be emailed to [vendor@portofbrownsville.com](mailto:vendor@portofbrownsville.com)

A copy of the OPIS report for the day of delivery shall accompany all invoices.

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**Proposal Price:**

Proposal price shall exclude State Tax but include all delivery cost and loading fees. Prices shall be based on Net 30 Terms. Prices will be based on Low Rack Oil Price Information Services Index (OPIS) price plus or minus your quote based on local area. Profit margin is to remain constant for the duration of the agreement. No fixed prices will be accepted. The District reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposal where it deems advisable in protection of the best interests of the District.

**Delivery:**

Deliveries are to be completed in a single load for each location made during business hours Monday through Friday 7:00 am to 4:00 pm. Orders are to be fulfilled within 24 hours of being placed. Emergency delivery services shall be provided 24 hours a day, 7 days a week during District Emergency situations to be determined by the Port Director and CEO. Specify 24-hour services contact name and relevant phone numbers.

Fuel delivery vehicles must be able to deliver at a minimum flow rate of 100 gallons per minute.

The vendor will adjust for volume changes caused by temperature variations. The vendor shall use 60 degrees Fahrenheit as the normal temperature reading. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

**Allocation:**

In the event of a fuel shortage, the supplier warrants the capability of providing fuel to the District from supplier reserves, with priority to the District.

**Award of Contract:**

The District reserves the right to award the RFP to multiple vendors based on the proposals received. The distribution of orders will be at the sole discretion of the District and may be adjusted periodically based on vendor performance and market conditions.

**Term of Contract:**

This contract shall commence upon approval by the Board of Commissioners for an initial term of 12 months with the option to renew for three additional one-year terms for a total of four years, if service and price are satisfactory and the renewal is agreed upon in writing by both parties.

## Estimated Annual Quantities and Delivery Locations

	<b>Location</b>	<b>Tank Capacity</b>	<b>Fuel Type</b>	<b>Estimated Yearly Quantity (Gallons)</b>
<b>1</b>	HMK300E Crane # 649 -Dock 15 & 16	1981 Gallons	Ultra Clear Diesel	200,000
<b>2</b>	Model 6 Crane #736 -Dock 15 & 16	1849 Gallons	Ultra Clear Diesel	
<b>3</b>	Model 6 Crane #737 -Dock 15 & 16	1849 Gallons	Ultra Clear Diesel	
<b>4</b>	5100 R.L. Ostos Rd	4000 Gallons	Ultra Clear Diesel	65,000
<b>5</b>	5100 R.L. Ostos Rd	4000 Gallons	Unleaded 89 or 87 Octane Less than 10% ethanol	50,000
<b>6</b>	NA	1000 Gallons <b>Temporary Tank</b>	Ultra Clear Diesel	NA
<b>7</b>	NA	1000 Gallons <b>Temporary Tank</b>	Unleaded 89 or 87 Octane Less than 10% ethanol	NA
<b>8</b>	NA	1000 Gallons <b>Temporary Tank</b>	Dyed Diesel Ultra Low Sulfur (off road)	NA

**Proposed Margin and Fees**

**Purchase and Delivery of Bulk Fuels- Gasoline and ULSD On and Off Road Diesel**

	Location	Fuel Type	Plus or Minus per Gallon	Texas State Excise Tax	Lust Fee	OSLTF Federal Oil Spill Fee	Texas Environmental Fee Per Delivery	List any other fee(s) and Amounts of fee(s) Ex. After Hour Call Out Services
1	Dock 15 & 16 Cranes	Ultra Clear Diesel						
2	Dock 15 & 16 Cranes	Dyed Diesel Ultra Low Sulfur (off road)						
3	5100 R.L. Ostos Rd	Ultra Clear Diesel						
4	5100 R.L. Ostos Rd	Dyed Diesel Ultra Low Sulfur (off road)						
5	5100 R.L. Ostos Rd	Unleaded 89 or 87 Octane Less than 10% ethanol						
<b>Temporary 1,000 Gallon Skid Tanks</b>								
6	NA	Ultra Clear Diesel						
7	NA	Unleaded 89 or 87 Octane Less than 10% ethanol						
8	NA	Dyed Diesel Ultra Low Sulfur (off road)						
						<b>Delivery Fees</b>	500 to 1000 Gallons	
							1000 Gallons Plus	

**Vendor Questions:**

Are you able to meet all delivery requirements described in the project specifications?  Yes  No

Will you Provide the requested 1,000-gallon skid tanks and pumps at no charge to the Port?  Yes  No

**Evaluation Criteria:**

The award of any contract under this RFP will be made by the Board of Commissioners to proposers that provide the best value to the District giving consideration to the evaluation factors set forth in this RFP.

**Price Competitiveness (40 Points):**

How prices compare to other proposed prices.

**Ability to Provide and Perform the Required Services of the Proposal? (30 Points):**

Is the vendor able to provide all required services and fuel being requested in the RFP.

**Vendor Question Responses (15 Points):**

Will the vendor meet the delivery requirement and provide 1,000-gallon skid tanks and pumps at no additional cost?

**Vendor Reputation / References (15 Points):**

Please supply three customer references for products and services of similar scope within the past 12 months including contact name, phone number, and email address.

## **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

***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 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:

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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](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:
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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
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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      _____</p> <p style="text-align: center;">Date</p>	

## 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**

Must file online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File)

**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: \_\_\_\_\_

Fax: \_\_\_\_\_

Applicant: \_\_\_\_\_

(Print Name)

Applicant: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Signature of Company Officer  
Authorizing this  
Proposal: \_\_\_\_\_

Company  
Officer: \_\_\_\_\_

(Print Name)

Officer's  
Title: \_\_\_\_\_

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

# Nepotism Chart

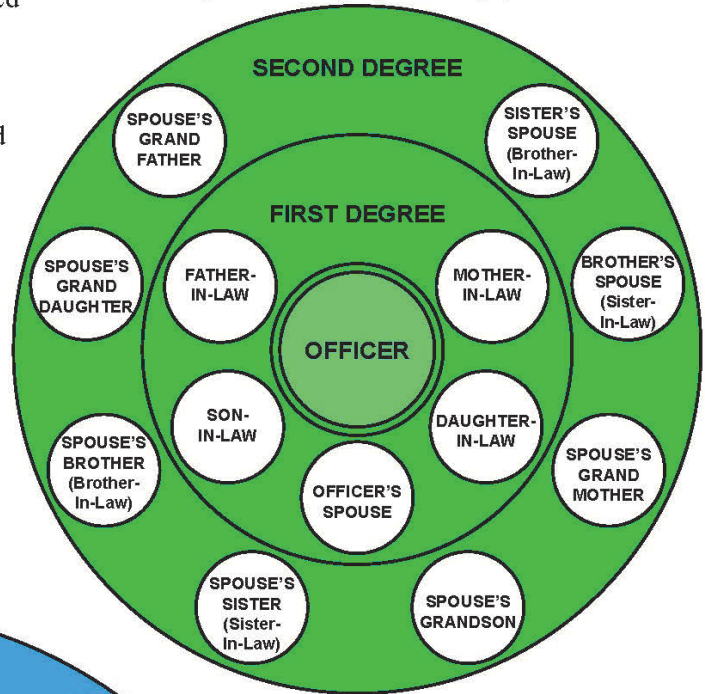
The chart below shows:

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

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

## Affinity Kinship

(Relationship by Marriage)



## Consanguinity Kinship

(Relationship by Blood)

