



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

**Request for Proposals  
for On-Call Services for  
the Disposal of  
Wastewater Treatment  
Residuals and Related  
Services  
OWT-063026-51**

**Pre-Proposal Date - Tuesday, June 30, 2026  
2:00 PM TEAMS VIDEO CONFERENCE**

**Closing Date –Thursday, July 16, 2026 2:00  
PM TEAMS VIDEO CONFERENCE**

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## Timetable

Item	Due Date
Solicitation Released	Saturday, June 20, 2026
Pre-Proposal Meeting	Tuesday, June 30, 2026 2:00 PM <a href="#">TEAMS Link</a>
Questions Due	Thursday, July 2, 2026 3:00 PM
Question Response Due	Thursday, July 9, 2026 5:00 PM
Submittals Due	Thursday, July 16, 2026 2:00 PM <a href="#">TEAMS Link</a>
Evaluation Committee Meetings	July 17, 2026 thru July 24, 2026
Anticipated presentation to the Board for award.	Wednesday, August 5, 2026
Anticipated Notification of Award	Thursday, August 6, 2026

## **NOTICE**

Notice is hereby given that sealed Proposals for On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services 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 On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services.

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:

**On-Call Services for the Disposal of Wastewater Treatment Residuals and Related Services  
OWT-063026-51**

**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 Thursday, July 2, 2026 @ 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.

**Ordering**

The District shall issue a new purchase order number for each order to the Successful Vendor. Successful Vendor shall not accept nor ship any order for good or services to the District until and authorized purchase order has been submitted to the Successful Vendor by the District. Payment cannot be made if there is not a Purchase Order for the goods and services provided to the District.

**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 District as "additional insured" shall be at the Vendor's expense.
- (b) The District shall be given notice 30 days prior to cancellation or modification of any required insurance. The certificate of insurance provided to the District 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 District, care of the Administrative Services Department.
- (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 District. 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

### Background

The Port of Brownsville Wastewater staff currently oversees three wastewater facilities. Services may be requested for each of the following locations.

Location	Address	Daily Average Flow
Fishing Harbor Digester	1025 Fisherman's (25.98125, -97.33777)	15,000 gal
Northside Digester	20000 TX-48 (25.97135, -97.35837)	55,000 gal
Turning Basin	3005 Levee Rd (25.96217, -97.39448)	25,000 gal

### Project Goals

The desired outcome of this RFP is to retain a contractor(s) to supply the District on an as-needed basis with the services listed below:

This is a solutions-based solicitation, so your proposal shall include a narrative that describes your ability to provide a solution to the requested services.

### Purpose

The services to be furnished in this agreement will be for transportation and disposal of water/wastewater residuals such as liquid and/or dewatered sludge, oily water, oily sludge, skimmed oil, etc. as required to provide proper treatment of the effluent. Proposals will only be considered from companies who have been involved in sludge transportation for a period of more than three (3) years. Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste landfill. The District does not intend to utilize beneficial re-use (land application) for this contract term. The District requests that if re-use opportunities return to areas that provide savings in disposal fees, it shall be notified accordingly, for consideration of future contract term.

### Specific Requirements

- A. The Vendor's transport vehicle(s) must meet the following requirements:
  1. Liquid sludge trucks must be equipped with a transfer pump large enough to permit loading and unloading of sludge in a reasonable amount of time (30-60 minutes).
  2. Liquid sludge trucks must have adequate means of loading and unloading aerobically digested sludge to and from existing plant digesters. It is the responsibility of the hauler to provide all the necessary transfer equipment including: Pumps, hoses, adapters, etc. and must be capable of hooking up to the existing system at plant site(s).
  3. Vehicle(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be of sound quality and in good working order.
  4. Vehicle(s) must have the company name and company phone number on

the tractor, trailer and sludge containers.

B. The Vendor must meet the following requirements:

1. The Vendor must be subject to 24 hour on call notice 365 days per year. Vendor must provide the District with normal, weekend and emergency telephone numbers.
2. The Vendor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of both dewatered and liquid sludge.
3. The Vendor must show proof of and provide the District with copies of the following:
  - a. All federal, state, and local/City permits to include: U.S. EPA transport number, TCEQ permit number and the county permit number.
4. Contractor will be responsible for all spillage of product that includes liquid and dewatered solids, fuels, and lubricants.
5. The vendor shall be responsible to insure that all spills or damages caused by spillage are corrected immediately at his own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the District.
6. The Vendor will supply the District with a Municipal Sludge Manifest Ticket for each load of sludge transported. This manifest ticket shall contain the following information:
  - a. Name and address of site where sludge was generated.
  - b. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was finally deposited.
  - c. Approximate volume of sludge load.
  - d. Date and time of sludge pickup.
  - e. Name and address of hauler.
  - f. Date and time of disposal.
  - g. Signature verifying disposal date and time.
7. Upon completion of loading of vehicle(s), the Vendor shall be responsible for all sludge loaded onto vehicle during transportation to solid waste landfill.
8. The Vendor shall be responsible for any and all damages that may be caused by their transport vehicle(s) while loading, transporting, and disposing of District sludge.
9. The Vendor must haul liquid sludge on an as needed basis to insure proper operation of the District's wastewater plants.
10. The Vendor will submit to the Facilities and Maintenance Director an Annual Report for the wastewater plants, to include the following information:
  - a. Name and location of disposal site(s).
  - b. Owner of disposal site(s).
  - c. Disposal site(s) TCEQ, EPA registration number where applicable.

- d. Date(s) of disposal.
- e. Identity of hauler.
- f. Manifest numbers.
- g. Quantity (volume) of sludge hauled.
- h. Facility where sludge was generated.
- i. Method of final disposal.
- j. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
- k. Level of disinfection attained Class A or Class B. **(applies to land application only)**
- l. Total number of loads, total cubic yards or gallons, and total dry tons transported from each wastewater plant.

**Copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the District with each monthly report.**

- 11. The Vendor will provide applicable annual and quarterly testing for each of the District's three wastewater treatment plants for sludge disposed of at a solid waste land fill, as required by the District TCEQ and EPA discharge permits:
  - a. Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis.
- 12. The Vendor will submit a comprehensive **Annual Report** to the District. The report will be due in by August 21st. This report will detail the District's sludge disposal activities and all other disposal activities at each disposal site. This report will separate the District's sludge disposal activities from the other disposal activities and will include the following information:
  - a. Name and location of disposal site(s).
  - b. Disposal site(s) TCEQ and EPA registration numbers, where applicable.
  - c. Owner of disposal site(s).
  - d. Method of final disposal.
  - e. Cumulative total amount (lbs/acre) of sludge deposited at each disposal site. **(Applies to land application only)**
  - f. Test results of the TCLP.
  - g. Land usage of disposal site(s) where sludge was deposited, including crops grown. **(Applies to land application only)**
- 13. Vendor shall be responsible at no cost to the District, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removal.
- 14. Vendor shall be responsible for preparing and submitting an Annual Summary Report to the District, no later than 10 working days before the deadline of September 1<sup>st</sup>.

## **Residuals Hauling Services**

1. What working days/hours are you available to provide wastewater treatment plant sludge hauling services?
2. How much notice do you require from the Customer when sludge needs to be hauled?
3. Do you understand that in the event you fail to remove the sludge within the agreed upon hours after being notified, the Customer reserves the right to utilize the service of other haulers to dispose of the sludge?
4. How will you determine what location you will use to transport to and dispose of the sludge?
5. Do you understand you shall provide requested documentation showing the disposal location is an approved site for sludge disposal and that the Customer shall be relieved of any liability associated with the disposal of the treatment plant sludge once the sludge leaves the WWTP facility?
6. What tools and equipment will you furnish and use necessary to facilitate the loading and unloading of sludge in a manner that is safe, including, but not limited to, face protection and back support devices?
7. Will you ensure that an air gap is provided on the fill line of the tanker from any port water system into the tanker or the tanker's equipment during any cleaning or flushing process that may be required?
8. Are you able to remit a manifest or trip ticket for each of the loads with the specific invoice numbers assigned to that load, with the tickets shall include the following information:
  - Date;
  - Time;
  - Quantity of sludge hauled;
  - Point of disposal;
  - Tanker registration number;
  - Driver's full name;
  - Any other applicable information required to comply with regulations?
9. Are you able to provide any and all backup equipment necessary for the hauling and disposal of the treatment plant sludge. All backup equipment shall meet the same standards and restrictions as the primary equipment and require the same licenses and permits required for hauling sludge.
10. Do you understand that as the awarded Contractor you shall cleanup any spills or leaks during the hauling and disposal activity, and repair any damage caused or injury resulting from the hauling and disposal activity; be responsible for reporting any accidents or spills to the Customer as soon as possible as well as providing the same reports to any applicable State or Federal agency in accordance with their permits and applicable regulations.

## **Other Related Services Not Listed**

Describe any other related services that you offer that are not addressed elsewhere.

- Work Schedule
- Mobilization
- Sanitary & Health Conditions of Site
- Contractor's Responsibilities
- Supervision of Work
- Removal of Objectionable Contractor Employees
- Safety Plan for Employees
- Equipment To Be Provided by Contractor and Customer
- Corrective Re-Work
- Shut-Downs
- Reporting Tasks
- Project Materials & Supplies To be Provided by Customer/Contractor
- Repair Procedures
- Response Time
- Any Limitations Contractor Has in Performing Services
- Any Parts & Equipment Customer is Expected to Provide
- Emergency Call Outs

Warranty/Guarantee - Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing. Unless you state otherwise, the Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Customer.
- The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance.

The Contractor is expected to furnish all labor, tools, equipment, materials, supplies, traffic control and mobilization required to effectively perform the required services. Any travel time or mileage is the responsibility of the Contractor unless addressed in the proposal narrative.

## **Project Related Experience And Qualifications**

Please address the following areas in your narrative:

- Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.
- Please provide three letters of reference from similar entities of which you have provided similar services.
- Background
- Years in business providing the requested services.
- Any additional pertinent information.
- Any services not outlined in the Scope of Work that you wish to offer.
- Any major requirements that cannot be met by your firm.
- Identify any subcontractors or third-party services that you will utilize in the performance of the services.

## **Other Requirements**

### **Order for Work**

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project.

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis by the Customer. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer.

### **Vendor Performance**

Vendor and their subcontractor(s) shall follow all applicable State of Texas laws and regulations relating to commercial motor vehicles and their proper maintenance, equipment, loading, and operation. Vendor and their subcontractor(s) shall also follow all traffic laws.

Subcontracting Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then Vendor shall be deemed to have agreed that it is fully qualified to perform the contract, and that the Vendor will fully perform the contract itself. No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the DISTRICT. The successful Vendor further agrees that Customer and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents, or employees. The indemnification provisions of this contract shall apply to all subcontractors.

Payment for the material specified herein will be made with the price discounts applied as specified in the BID PRICE WORKSHEET.

## **General Information**

### **Objectives**

The Master Agreement awarded may cover a variety of services. Staff will negotiate the specific services they need into a Supplemental Agreement with a customized SOW for that agreement. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested services. A proposal will be evaluated only for the services it proposes.

### **Contract Type**

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose. It is at your discretion to propose either unit pricing or a percentage discount off the list price for the goods or services you wish to offer. It is generally recommended that you propose a discount, however.

By signing this proposal, you certify that you have obtained and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

### **Contract Term**

A contract resulting from this RFP shall be effective for 12 months from the date of award. This contract will automatically renew for up to four (4) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. The DISTRICT reserves the right not to renew at its discretion.

### **Warranty/Guarantee**

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

### **Catalogs**

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in these specifications. This schedule is commonly referred to as a “catalog”.

Catalogs contain a range of items that are published in either an electronic or hard copy form and are modified from time to time to reflect internal and external changes in the vendor’s marketplace. It is at the vendor’s discretion to propose any limitations of the goods or services offered. A good or service offered must be listed in the catalog to be eligible for sale through a Category of the awarded contract.

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing the pricing information. A physically delivered hard copy of the catalog is NOT acceptable.

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity.



## Sample Pricing

To help make a direct pricing comparison, please submit a sample quote in your proposed format to remove 100,000 gallons of oily sludge using the provided Lab Report.

## New Goods and Services

New goods and services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those goods or services are within the scope of this RFP and include, but will not be limited to, new services added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. Service Categories or individual items of a fixed price nature are subject to review and approval of the District before addition to the contract. Individual items added to catalog awards do not require prior approval of the District

## Multiple Award Schedule

The District may award contracts to multiple Offerors supplying comparable goods or services, also known as a multiple award schedule, or award the contract to a single vendor. The District's decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

## Proposal Evaluation Criteria

The criteria to be used to evaluate submissions are as follows:

Pass/Fail Criteria	Description	Percentage Points
Key Personnel	Points will be awarded on a pass-fail basis for the clear inclusion of the required information regarding Key Personnel as outlined in greater detail in <b>"Project Related Experience And Qualifications"</b> .	Pass/Fail - 5%
References	Points will be awarded on a pass-fail basis for the clear inclusion of the required information regarding References, as outlined in greater detail in <b>"Project Related Experience And Qualifications"</b> .	Pass/Fail - 5%
Weighted Scoring Criteria		
Project-Related Experience and Qualifications	Points will be awarded based on the clear inclusion and quality of response regarding the required information regarding project-related experience and qualifications, as outlined in greater detail in the specifications.	20%
Technical Proposal	Points will be awarded based on the clear inclusion and quality of response regarding the required details of the Technical Proposal, as outlined in greater detail in the scope of work.	50%
Proposal Pricing	Points will be awarded based on response to pricing specifications included in the scope of work <b>"Sample Pricing"</b> .	20%
Total Percentage Points		100%

### **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](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.

Addenda 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,

*M A Barajas*

Miguel A. 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.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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.

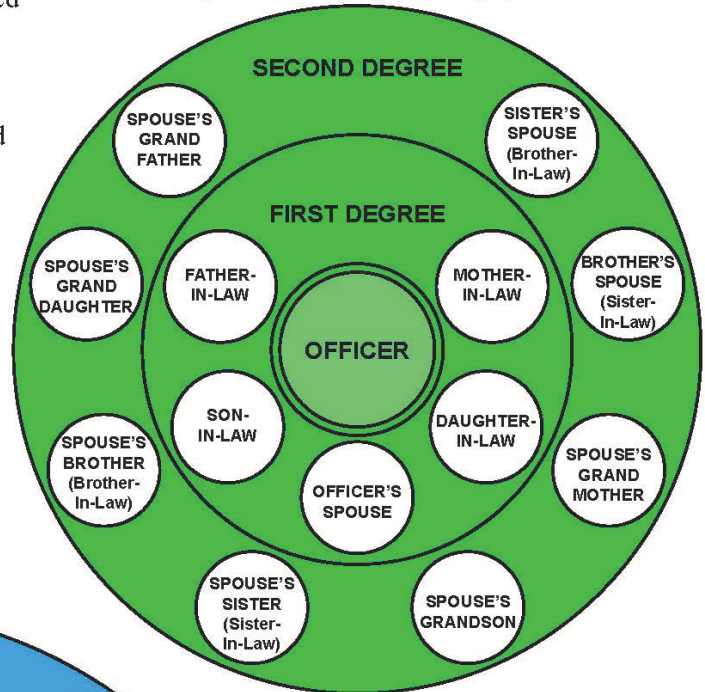
# Nepotism Chart

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)

