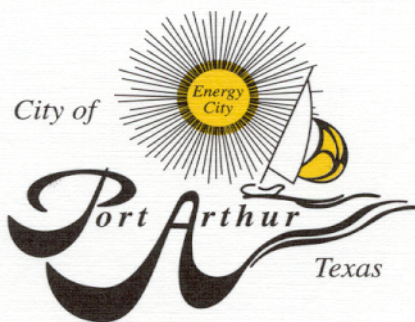


THURMAN BILL BARTIE, MAYOR  
CHARLOTTE MOSES, MAYOR PRO TEM

COUNCIL MEMBERS:  
INGRID HOLMES  
CAL JONES  
THOMAS KINLAW, III  
KENNETH MARKS  
DONALD FRANK, SR.



RONALD BURTON  
CITY MANAGER

SHERRI BELLARD, TRMC  
CITY SECRETARY

VAL TIZENO  
CITY ATTORNEY

May 4, 2021

**REQUEST FOR PROPOSAL  
RESTAURANT OPERATION SERVICES FOR  
THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION  
AT THE PRESS BUILDING**

**DEADLINE:** Sealed proposal submittals must be received and time stamped by **3:00p.m., Central Standard Time, Wednesday, May 26, 2021.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **3:15p.m. on Wednesday, May 26, 2021.** in the City Council Chambers, City Hall, 5<sup>th</sup> Floor, Port Arthur, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

**MARK ENVELOPE: P21-042**

**DELIVERY ADDRESS:** Please submit **one (1) original and nine (9) exact duplicate copies** of your **RFP** to:

CITY OF PORT ARTHUR  
CITY SECRETARY  
P.O. BOX 1089  
PORT ARTHUR, TEXAS 77641

**or**

CITY OF PORT ARTHUR  
CITY SECRETARY  
444 4TH STREET, 4<sup>th</sup> Floor  
PORT ARTHUR, TEXAS 77640

**POINTS OF CONTACT:**

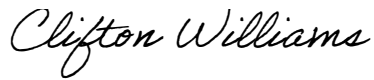
Questions concerning the **Request for Proposal** should be directed **in writing** to:

Port Arthur Economic Development Corporation  
Floyd Batiste, CEO  
501 Procter Street  
Suite 100  
Port Arthur, TX 77640  
fbatiste@paedc.org

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Port Arthur.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

A handwritten signature in cursive script that reads "Clifton Williams".

Clifton Williams, CPPB  
Purchasing Manager

**REQUESTS FOR PROPOSALS  
RESTAURANT OPERATION SERVICES FOR  
THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION  
AT THE PRESS BUILDING**

**(To be Completed ONLY IF YOU DO NOT BID.)**

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

**In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.**

**NO BID is submitted:**    \_\_\_\_ this time only                      \_\_\_\_ not this commodity/service only

	Yes	No
<b>Does your company provide this product or services?</b>		
<b>Were the specifications clear?</b>		
<b>Were the specifications too restrictive?</b>		
<b>Does the City pay its bills on time?</b>		
<b>Do you desire to remain on the bid list for this product or service?</b>		
<b>Does your present work load permit additional work?</b>		
<b>Comments/Other Suggestions:</b>		

<b>Company Name:</b>	
<b>Person Completing Form:</b>	<b>Telephone:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>City, State, Zip Code:</b>	<b>Date:</b>

## REQUEST FOR PROPOSAL RESTAURANT LEASE

REQUEST FOR PROPOSAL (RFP): For Lease of the restaurant facility at 549 4<sup>th</sup> Street, Port Arthur, Texas, 77640.

The Port Arthur Economic Development Corporation (hereinafter, “PAEDC”) is issuing this Request for Proposal (RFP) to parties seeking consideration for leasing restaurant space at 549 4<sup>th</sup> Street (restaurant facility). The purpose of leasing restaurant space is to manage and operate the facility owned by the PAEDC.

Responses to this RFP must be submitted to the PAEDC office no later than 3:00 p.m. on Wednesday, May 26, 2021 central time.

Proposals will be time stamped upon receipt. Please submit ten (10) original copies addressed to the City Secretary’s Office, 444 4th Street, Port Arthur, Texas, 77640. Responses may be mailed, hand delivered or couriered only. No charge for delivery or any other delivery fees will be paid by the PAEDC.

The PAEDC will not be responsible for any lost or undeliverable mail related to this RFP. In bold lettering, mark the submission: “PROPOSAL FOR RESTAURANT OPERATIONS-THE PRESS BUILDING”. All questions should be directed via email to the address below with the words “The Press Building Restaurant” entered on the email subject line:

Floyd Batiste, CEO  
[fbatiste@paedc.org](mailto:fbatiste@paedc.org)

## THE OPPORTUNITY

The PAEDC, a Texas Section 4A Economic Development Corporation is entrenched in the revitalization of downtown Port Arthur, Texas. The rehabilitation of the building located at 549 4<sup>th</sup> Street, built in 1958 and formerly the site of the Port Arthur News is the catalyst project of the PAEDC to spark and encourage the effort. The seven-member Board of Directors, appointed by the Mayor and City Council, oversee the operations of the PAEDC.

## THE RESTAURANT FACILITY

The restaurant facility is located in The Press Building with its own dedicated entrance/exit. As shown in Exhibit A, the restaurant facility has a kitchen, dining room and outdoor courtyard area comprised of approximately 2,700 square feet. A map of the proposed location of the restaurant is attached hereto as Exhibit “A”.

## SUMMARY OF KEY LEASE TERMS

This section briefly describes key lease terms sought by the PAEDC. In its submittal, Respondents must indicate acceptance of these key lease terms, and make a lease proposal that is consistent with said terms. The final terms will be negotiated by the PAEDC and the successful Respondent and subject to final approval by the PAEDC Board of Directors and the City Council of the City of Port Arthur.

### Permitted Use

The permitted use under the Lease is the operation of a full service restaurant at least six (6) days per week, serving a minimum of breakfast and lunch. The location of the restaurant may also support dinner hours.

## Rent

Monthly rent shall be the greater of base rent or a percentage of gross revenue rent as quantified and proposed by the Respondent. As the restaurant facility is fully furnished with state of the art kitchen equipment, furniture, and utilities, Respondent must take this into consideration when quantifying the proposed rental rates. Maintenance of kitchen equipment will be undertaken by the PAEDC as the PAEDC will retain ownership of all kitchen equipment and furniture as delineated in Exhibit B attached hereto.

## Term

The initial term for the lease is three (3) years with an option to extend for an additional three (3) years, exercisable at the PAEDC's sole discretion. The initial term will commence immediately upon full execution of the Lease.

## Operating Capital

Proposals must describe the Respondent's plan for operating capital.

## Customer Service/Operating Plan

Respondent must submit a Customer Service/Business Operating Plan to address issues such as customer and employee management, deliveries, trash handling and hours of operation which will be incorporated into the Lease.

## Prohibited Use

Prohibited uses include night club or entertainment venue use, or any activity that will be after hours unless such activity (such as night classes, conferences and meetings) is approved by management of The Press Building prior to said event. This section allows the restaurant facility to be available for consideration for catering jobs for our local business

partners that may use The Press Building for said functions. Other prohibited uses include: amplified music, charging a cover to gain entry to the restaurant facility, and engaging in any activity that is in violation of any federal, state, or local law. Activities managed by an outside promoter are also prohibited.

### SECURITY DEPOSIT

A security deposit in the form of cash or irrevocable standby Letter of Credit in form and from a financial institution with a local branch as approved by the PAEDC, will be required in an amount equal to two (2) month's base rent in the initial year. Surety bonds will not be accepted to meet this requirement.

### Assignment/Sublease

The PAEDC will have the right to approve any assignment, sublease or transfer of the Lease, subject to any participation provisions.

## PROPOSALS

The board of commissioners of the PAEDC will evaluate proposals and may short-list proposals after the initial evaluation and/or request additional information. The selected party should be prepared to enter into negotiations to determine terms and provisions of a lease for the restaurant facility.

Proposals are to include the estimated cost of operating the restaurant facility and proposed terms of a Lease with the PAEDC. The proposed terms will be utilized in negotiation of a contract between the PAEDC and the successful Respondent.

Proposals shall be signed by an authorized individual or officer of the submitting party. Proposals may be withdrawn by the submitting party at any time prior to the designated time and date for the submittal of the proposals.

This RFP does not commit the PAEDC to grant a lease, contract, or contract, to defray any costs incurred in the preparation of a response to this RFP.

The PAEDC reserves the right to cancel, in party or in its entirety, this RFP, including but not limited to: submittal date, requirements and selection schedule.

If any addendums are issued, it will be the sole responsibility of the individual or party to retrieve them from the PAEDC office.



## PROPOSAL CONTENT:

All proposals shall, at a minimum, include the information listed below:

- **Transmittal Letter:** A letter indicating the Respondent's interest and briefly summarizing any participation of partners, sub-contractors or others in the proposed restaurant operation.
- **Title Sheet:** Listing Respondent's name and address, including the type of entity (sole proprietorship, partnership, or corporation, including whether public or private); name and address of subcontractors, or others participating in the proposed operation; and full name, title, mailing address, email address, telephone numbers of the individual(s) authorized to represent and contractually bind the Company.
- **Statement of Qualifications and Experience:** A statement summarizing experience with special emphasis on operating a similarly sized restaurant facility. Describe the administrative, financial and physical capacity to operate the proposed facility. Include abbreviated resumes of key individuals that will provide services required to operate the proposed restaurant.
- **Business Plan:** A business plan that considers the plight of a restaurant in a downtown undergoing a revitalization effort. The plan should address how the Respondent plans to market and attract customers to the restaurant facility.

The following criteria will be utilized in selecting a tenant for the restaurant facility:

Restaurant Experience	20 points
Customer Service/Business Operations/Marketing Plan	20 points
Financial Capacity & Credit History	20 points
Proposed Lease Rate	15 points
Proposed Restaurant Concept	10 points
Proposed Job Creation & Payroll for Port Arthur Residents	10 points
Completeness & Creativeness of Proposal	5 points

#### PROPOSAL DETAILS:

Proposals shall contain no more than twenty (20) single sided pages. The transmittal letter, subcontractor information and resumes will not be counted as part of the twenty pages. The Response will reflect a reliability and ability to meet the specifications set forth in this RFP as well as the willingness to supply the most efficient and effective services possible.

The Respondent shall ensure the proposal details provisions of the following, at a minimum and may use the Submittal Form Checklist (Exhibit C) as a guide:

- Customer Service/Business Operations/Marketing Plan
- Breakfast, lunch and possible dinner service
- Experienced kitchen, bus and servers, in sufficient numbers to provide prompt service
- Establish menus and pricing at a level to meet the customer base
- Open at least 6 days per week
- Full-time, on-site manager

Respondent will be responsible for obtaining all permits, licenses, insurances and other requirements to comply with Local, County, State and Federal laws, including but not limited to, the appropriate liquor license, if applicable.

Respondent will be responsible for janitorial service of the restaurant facility. Respondent will be responsible for locking and securing the restaurant facility each evening, including days the restaurant may be closed.

## REQUIRED COMPLIANCES

The Respondent's method of operation and all equipment used must comply with the applicable provisions of the Federal and State Occupational Safety and Health Act, The Americans with Disabilities Act.

In addition, Respondent must comply with all environmental rules and regulations promulgated by any federal, state, or local government entity, which may be currently in effect or as may be enacted in the future, all regulations for restaurant providers and all other applicable laws, regulations, ordinances, codes and rules of any governmental entities that have jurisdiction.

The successful Respondent agrees to defend and indemnify the PAEDC against all losses, expenses and damages from violation of any of the above laws, regulations, ordinances, codes and rules.

The PAEDC will furnish restaurant equipment, as detailed on the Restaurant Facility Equipment list, attached hereto as Exhibit B. Any other equipment provided by Respondent must meet the requirements for standard industry regulations on an annual basis, and this must be verified by the Respondent.

Respondent will be required to verify the need for compliance and maintain compliance in accordance with the Texas Department of Health rules and regulations as it pertains to restaurant operations.

## DOCUMENTATION AND REPORTS

Certain documentation will be required at lease execution by the selected Respondent, unless directed otherwise by the CEO of the PAEDC. Such documentation shall include, but not be limited to: a current certificate of insurance as required by the Lease.

## QUESTIONS

All questions must be submitted in writing to Floyd Batiste, CEO at [fbatiste@paedc.org](mailto:fbatiste@paedc.org) by Wednesday, May 12, 2021. An addendum to this RFP will then be issued to all parties with responses to all questions that have been received. Questions will not be accepted in person, via telephone, via fax or via mail.

## PROPOSAL SUBMITTAL

Responses to this RFP must be submitted to the PAEDC office no later than 4:30 p.m. Wednesday, May 26, 2021 local time.

Proposals will be time stamped upon receipt. Please submit ten (10) original copies addressed to the Port Arthur Economic Development Corporation, Attention: Floyd Batiste, CEO, 501 Procter Street, Port Arthur, Texas, 77640. Responses may be mailed, hand delivered or couriered only. No charge for delivery or any other delivery fees will be paid by the PAEDC.

The PAEDC reserves the right to request additional information and/or clarifications from any or all parties responding to this RFP. All submitted proposals and proposal documents are subject to the provisions of Texas statute. Proposals and related documents shall become the property of the PAEDC. Any confidential financial material submitted will be kept confidential to the extent possible by law. Such material, if provided, should be submitted under separate and sealed cover.

## PROPOSED SCHEDULE

RFP (this document) available: May 4, 2021

Questions due 4:30 p.m. local time: May 12, 2021

Responses to Questions via Addendum: May 17, 2021

Proposals due 4:30 p.m. local time: May 26, 2021

Notice of Recommended Respondent selection no later than: July 15, 2021

Award and authorization of contract by PAEDC:  
August 2, 2021

## SELECTION OF SUCCESSFUL PROPOSAL:

The PAEDC intends to select the party that provides optimal services for operation of the restaurant facility. Consideration will be given to all Proposals.

Preference will be given to a Respondent that has demonstrated a history of successful restaurant management and has submitted a Proposal that demonstrates a commitment to partnering with the PAEDC in the best interest of community and continued downtown revitalization.

The successful Respondent will enter into lease negotiations with the PAEDC. The PAEDC reserves the right to accept or reject any or all Proposals and/or re-solicit or cancel the Proposal process, if deemed to be in the best interest of the PAEDC.

## LIST OF EXHIBITS

- Exhibit A: Site Plan
- Exhibit B: Restaurant Facility Equipment List
- Exhibit C: Submittal Forms Checklist

# EXHIBIT A


## Site Plan





## EXHIBIT B

### Restaurant Facility Equipment List

Item	Qty	Description
10		<b>LEASE SPACE</b> Lease Space
1	1 ea	<b>CONVECTION OVEN, GAS</b>  Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, 8" high legs, stainless steel front, top & sides, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®
	1 ea	1 year limited parts & labor warranty, standard
	1 ea	Natural gas (specify elevation if over 2,000 ft.)
	1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) 6' cords with plugs, standard
	1 ea	Gas manifold piping included with stacking kit to provide single point gas connection
	1 kt	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty
	1 st	Casters, set of (4) in lieu of standard legs



**1.1 1 ea GAS COUNTERTOP GRIDDLE**

Vulcan Model No. VCRG36-T

Griddle, countertop, gas, 36" W x 20-1/2" D cooking surface, 1" thick polished steel griddle plate, (3) burners, fully welded, embedded mechanical snap action thermostat every 12", millivolt pilot safety, low profile, 4-1/2" grease can capacity, (1) drawer, stainless steel front, sides & front top ledge, 4" adjustable legs, 75,000 BTU, CSA, NSF

1 ea 1 year limited parts &amp; labor warranty, standard

1 ea SPECIFY TYPE OF GAS WHEN ORDERING.

SPECIFY ALTITUDE WHEN ABOVE 2,999 FT.

NOTE: Models are constructed standard for natural gas service.

Propane conversion kit is supplied with the unit. Conversion is the customer's responsibility. Please indicate propane or natural gas when processing your order.

NOTE: Elevation orifice kit is available free of charge for high-elevation applications. Installation is the customer's responsibility. Please indicate elevation when processing your order.

1 ea Natural gas

1 kt Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty

1 ea Advance Tabco ES-LS-303-X Special Value Equipment Stand, 36"W x 30"D x 25"H (overall), 24" working height, 16 gauge stainless steel top with 1"H up-turn on sides & rear, 18 gauge adjustable 430 stainless steel undershelf, stainless steel legs with adjustable stainless steel bullet feet, NSF

1 st Advance Tabco TA-25ES-X Casters, 5" diameter, set of 4 (2 with brakes) with stainless steel for 24" tall tables & mixer stands (capacity 200 lbs per caster)

**2 1 ea RANGE, 36", 6 OPEN BURNERS**

Vulcan Model No. 36S-6B

Endurance™ Restaurant Range, gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser, & lift-off high shelf, fully MIG welded chassis, 6" adjustable legs, 215,000 BTU, CSA, NSF

1 ea 1 year limited parts &amp; labor warranty, standard

1 ea Natural gas (specify elevation if over 2,000 ft.)

1 ea 36RB Salamander Broiler, gas, 36" wide, 50,000 BTU heavy duty burner, dual control, (6) grid positions, removable pan, stainless steel front, top & sides, 3/4" gas connection & pressure regulator

1 kt Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty

1 ea Natural gas (specify elevation if over 2,000 ft.)

1 ea CONNECT-CHALL Inter-plumbing gas connection kit (requires rear gas connection on range), for connecting 36RB/36IRB to Endurance or Challenger Series ranges

1 ea RSHELF-XL36 Reinforced highshelf, for 36" medium duty ranges (shipped in separate carton)

1 ea Stainless steel backriser and lift-off high shelf, standard

**3 3 ea GAS FLOOR FRYER**

Pitco Frialator Model No. SG14R-S


Solstice™ Fryer, gas, floor model, full frypot, 40-50 lb. oil capacity, millivolt control ONLY, includes drain line cleanout rod & drain extension, stainless steel tank, front, door & sides, 122,000 BTU, NSF, CE, CSA Flame, CSA Star, AuGA (free standing, stand alone only fryer - special price)


3 ea 1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard

1 ea Gas to be determined

3 ea P6072145 Basket, (2) oblong/twin size, 13-1/2" x 6-1/2" x 5-3/4" deep, long handle, regular mesh (shipped std (n/c) with models "T" SG14, SG14R, SSH55, SE14, SE14X, SE14B, SG14T, 35+, 45+, fryer batteries shipped with (1) per fryer

3 kt Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, (1) Snap'N Go, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty

Item	Qty	Description
5	1 ea	<b>ICE MAKER, CUBE-STYLE</b>  Scotsman Model No. C0630MA-32 Prodigy Plus® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 640 lb/24 hours at 70°/50° (474 lb AHRI certified at 90°/70°), medium cube size, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, front facing removable air filter, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 208-230v/60/1-ph, 11.0 amps, cULus, NSF, CE, engineered and assembled in USA
	1 ea	3 year parts & labor warranties
	1 ea	5 year parts & labor warranties on Evaporator
	1 ea	5 year parts on compressor & condenser
	1 ea	B530S Ice Bin, top-hinged front-opening door, 536 lb application capacity, for top-mounted ice maker, 30" width, metallic finish exterior, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF, engineered and assembled in USA
	1 ea	3M Purification ICE140-S (5616203) 3M™ Water Filtration Products Water Filter System, with gauge, 14-7/8"H x 5-1/16"D, valve-in-head, standard water, single vessel, 1/4-turn shut off valve, max pressure of 125 psi at 100°F, 0.2 micron, 2.1 gpm flow rate, 25,000 gallons capacity, for cyst, bacteria, sediment, chlorine taste and odor, scale, includes: (1) integral mounting bracket and (1) o-ring seal cartridge filter, 3/8" FNPT connections, NSF (for ice machines -cubers up to 1000lbs, flakers up to 1800lbs: Manitowoc I 0906, 0996, 1002, 1003, 1005, 1072, 1092, Scotsman C 0722, 0830, 1030, Hoshizaki KM 850, 901, Ice-O-Matic ICE 0806, 1006, 1007, Koolaire K 1000; Atosa YR140, YR280, YR450, YR800) (priced per each, packed 2 each per case)
	1 ea	3 year parts & labor warranties
6	1 ea	<b>LEASE HOOD</b> Accurex Model No. LEASE HOOD KH-5 (1107B) 1 Exhaust Only Wall Canopy Hood w/ ASP XBEW-240.00-5 KEF-KH-5 1 Upblast Exhaust Fan XRUB-180-VGD-20 KEF-KH-5, Roof Curb 1 Roof Curb GPFV KSF-KH-5 1 Untempered Supply Fan XKSFB-112-H15-01 KSF-KH-5, Roof Curb 1 Roof Curb TAP-GPI Controls - 107B 1 Variable Volume Fan Control Center Variable Volume Vari-Flow 107B FSS 1 Fire Suppression System FSSC - 16 - 2

Item	Qty	Description
7	2 ea	<b>WORK TABLE, CABINET BASE OPEN FRONT</b>  Advance Tabco Model No. BASETAB-X Work Table, 144"W x 47"D, open front cabinet base, 14 gauge 304 stainless steel top, stainless steel legs with adjustable hex feet, NSF
	2 ea	TA-22 Square edge table
	2 ea	True TSSU-48-12-HC~SPEC3 SPEC SERIES® Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, SPEC Package 3 includes: stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors with locks, (4) gray PVC coated adjustable wire shelves, digital temperature control and display, stainless steel front, sides & back, stainless steel interior liner & stainless steel floor with coved corners, 5" castors, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA
	2 ea	TA-15 Prepare for drawer warmer (warmer by others, specify brand & model), for enclosed base tables only, includes side partition(s) & apron (each)
	2 ea	Hatco HDW-2B Warming Drawer Unit, Built-in, two drawers, includes (1) standard 6" deep food pan per drawer, stainless steel construction, thermostatic controls, NSF, cULus, Made in USA
	1 ea	Hatco NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details
	1 ea	Hatco NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
	2 ea	Hatco 2-Yr Warranty on drawer warmer heating elements against burnout, standard
	2 ea	Hatco 2-Yr Warranty on drawer slides & rollers against breakage, standard
	2 ea	Hatco 120v/60/1-ph, 900 watts, 7.5 amps, hardwired (domestic voltage), standard
	2 ea	Hatco STANDARD Stainless Steel Drawer Front, standard (available at time of purchase only)
	2 ea	Hatco Standard drawer pan
	2 ea	Hatco Standard drawer pan
	2 ea	TA-113 Notch table top for floor-mounted buyout equipment (for open base tables only-with undershelf, must also use TA-40)
	4 ea	Hatco GRAHL-48D3 Glo-Ray® Infrared Foodwarmer, 48" W, high wattage, tubular metal heater rod with lights, double heater rod housing 3" spacing, aluminum construction, 2440 watts, NSF, cULus, Made in USA
	1 ea	Hatco NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details
	1 ea	Hatco NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
	2 ea	Hatco One year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements
	2 ea	Hatco 120/208v/60/1-ph
	2 ea	Hatco RMB-7J Remote Control Enclosure, (2) toggle switches, (2) indicator lights (for 208 volt only)
	4 ea	Hatco STANDARD Clear Anodized Aluminum housing, standard (available at time of purchase only)
	2 ea	Hatco LEADS15 11'-15' Extended Electrical Leads (available at time of purchase only)
	4 ea	Hatco STANDARD Clear Anodized Aluminum housing, finish, standard (available at time of purchase only)
	4 ea	Hatco ADJ ANGLE-D Adjustable angle bracket, (2) pair
	2 ea	TA-40 Remove undershelf in cabinet base for slide in buyout
	24 ft	TA-135 Plate Shelf, under counter mount, 10" deep, for enclosed base tables without doors only, factory installed, sold (per linear foot) (if ordering less than the same number of linear feet as the length of the table, must add TA-42 interior partition)
	2 ea	TA-62C Electric outlet under top of table or overshelf, GFI, duplex, in single gang box, NEMA 5-20R receptacles, stainless face plate, maximum 120v 20A service (wiring & utility chases or provisions not included) (optional chases and/or wiring by Advance Tabco is available-call for pricing)
	4 ea	TA-42-30 Interior partition, 2-1/2" x 30" (each)
	2 ft	TA-55 Remove back panel, on enclosed base
	6 ea	TA-48 12" x 12" cut out for plumbing in back panel or undershelf
	2 ea	TA-36A-HINGED Hinged Door, 30" maximum width (per door), stainless steel
	2 ea	(2) Wells
	2 ea	DISW-2-120 Hot Food Well Unit, drop-in, electric, 30-1/2"W x 24-1/2"D x 15-7/16"H (overall), 29-5/8"W x 23-1/2"D (cut out size), (2) 12" x 20" sealed hot food wells with drains (accommodates pan inserts up to 6-1/4" deep), wet or dry operation, remote control panel with individual infinite controls, indicator lights, 18 gauge 304 stainless steel self rimmed top, 20 gauge galvanized body, NSF, UL
	2 ea	TA-34 Top cut-out for drop in equipment (per cut-out)
	2 ea	TA-502 Install Advance Tabco-brand drop-in unit work table top (TA-34 top cut out also required), (Hot food units also require TA-27 control panel), (NOTE-most jurisdictions will not allow a stainless drop-in sink in stainless steel countertop-see TA-11 for weld-in sinks), (To install drop-in units not provided by Advance Tabco, consult factory for pricing)
	6 ft	TA-27 Control Panel for heated well, requires top cut out TA-34 (per linear foot)
	2 ea	120v/60/1-ph, 18.33 amps, direct wired, standard
	2 ea	CU-18-144 Overshelf, single, 144"W x 18"D, 18/430 stainless steel, to span over existing equipment (supplied by others), NSF (must provide equipment model numbers that shelf is going over to clarify mounting provision)
	4 ea	CU-18-60 Overshelf, single, 60"W x 18"D, 18/430 stainless steel, to span over existing equipment (supplied by others), NSF (must provide equipment model numbers that shelf is going over to clarify mounting provision)
	2 ea	NOTE: Must specify flat or "L" bracket & equipment unit is being mounted over - Prints required







Item	Qty	Description
4 ea	TA-60	Modification to reduce length and/or width of shelf, start with next largest size then add "TA-60" to model number
4 ea	TA-71	Heat lamp mounting provision (specify brand & model of heat lamp)
4 ea	TA-71A	Mounting bracket for heat lamp remote control (requires TA-71) (specify brand & location) (factory installed only)
2 ea	TA-62D	Electric outlet in doghouse box on top of table or overself, GFI, duplex, in 'doghouse-style' single gang box, NEMA 5-20R receptacles, stainless face plate, maximum 120v 20A service (wiring & utility chases or provisions not included) (optional chases and/or wiring by Advance Tabco is available-call for pricing)
2 ea	TA-550	INSTALLATION OF DRAWER WARMER
4 ea	TA-550	INSTALLATION OF HEAT LAMPS
12 ea	TA-650	WIRING OF DROP INS, DRAWER WARMER AND HEAT LAMPS AND OUTLETS
2 ea	TA-LOAD100	LOAD CENTER AND LABOR TO A SINGLE POINT CONNECTION IN FIELD
<b>PRINT APPROVAL REQUIRED</b>		

8	2 ea	<b>HEATED HOLDING PROOFING CABINET, MOBILE</b>
		Carter-Hoffmann Model No. HL4-18 hotLOGIX Humidified Holding Cabinet/Heater Proofer-HL4 Series, one compartment, full height, insulated, (36) 12" x 20" or (18) 18" x 26" pan capacity, 3" fixed wire universal slides, (1) single pane tempered glass door, bottom-mount forced air heat with water reservoir, mechanical controls, aluminum construction, (4) 5" swivel casters (2 with brakes), ETL, ETL-Sanitation (RapidShip)
	2 ea	3 Year parts & labor warranty, standard
	2 ea	120v/60/1-ph, 2100 watts, 17.5 amps, 8 ft cord with NEMA 5-20P, standard
	2 ea	Single pane tempered glass door in extruded aluminum, standard

9	2 ea	<b>REACH-IN FREEZER</b>
		Traulsen Model No. RLT132NUT-HHS Spec-Line Freezer, Reach-in, one-section, 21.9 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, narrow half-height doors, (3) adjustable wire shelves per section, microprocessor controls, unit can be programmed to operate at -10°F, 1/2 HP, cULus, UL-Sanitation
	2 ea	0 degrees Fahrenheit holding temperature, standard
	2 ea	115v/60/1-ph, 9.7 amps, with cord & NEMA 5-20P, standard
	2 ea	3 year service/labor, 5 year compressor warranty, standard
	2 ea	Door hinged on right, standard

10	2 ea	<b>REACH-IN REFRIGERATOR</b>
		Traulsen Model No. RHT232NUT-HHS Spec-Line Refrigerator, Reach-In, two-section, 46.0 cu. ft., self-contained refrigeration, StayClear™ Condenser, stainless steel exterior and interior, standard depth, narrow half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, 5/8 HP, cULus, NSF
	2 ea	115v/60/1-ph, 8.2 amps, with cord & NEMA 5-15P, standard
	2 ea	3 year service/labor, 5 year compressor warranty, standard
	2 ea	Left door hinged left/right hinged right, standard
	12 ea	Additional coated shelf on pins (max 9)
	2 st	Castors, 4-5/8" high (set of 4)

11	1 ea	<b>TWO (2) COMPARTMENT SINK</b>
		Advance Tabco Model No. FC-2-2424-24RL Fabricated Sink, 2-compartment, 24" right & left drainboards, bowl size 24" x 24" x 14" deep, 16 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, stainless steel legs with adjustable side cross-bracing, 1" adjustable stainless steel bullet feet, overall 30" F/B x 96" L/R, NSF
	1 ea	Prerinse faucets
	1 ea	K-116 T&S Heavy Duty Pre-Rinse Faucet, 8" OC, splash mounted, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free
	1 ea	K-117-TS Pre-Rinse Add-A-Faucet, 12" swing spout, fits K-115 & K-116, lead free
	2 ea	K-40 Lever Drain, all stainless steel, 2"
	1 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain

Item Qty	Description
12 1 ea	<b>THREE (3) COMPARTMENT SINK</b> Advance Tabco Model No. FC-3-1818-18L  Fabricated Sink, 3-compartment, 18" left drainboard, bowl size 18" x 18" x 14" deep, 16 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, stainless steel legs with adjustable side cross-bracing, 1" adjustable stainless steel bullet feet, overall 24" F/B x 74-1/2" L/R, NSF  1 ea Prerinse faucets 1 ea K-116 T&S Heavy Duty Pre-Rinse Faucet, 8" OC, splash mounted, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free 1 ea K-117-TS Pre-Rinse Add-A-Faucet, 12" swing spout, fits K-115 & K-116, lead free 3 ea K-40 Lever Drain, all stainless steel, 2" 3 ea K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain
13 1 ea	<b>WORK TABLE, STAINLESS STEEL TOP</b> Advance Tabco Model No. MG-308  Work Table, 96"W x 30"D, 16 gauge 304 stainless steel top, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF  2 ea SS-1520 Deluxe Drawer, 15"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides 1 pr TA-90 Drawer Adapter/Non Catalog Tables, specify table width (pair)
14 2 ea	<b>FLOOR TROUGH</b> Advance Tabco Model No. FFTG-1236  Floor Trough, 36"W x 12"D x 4" deep, with fiberglass grating, stainless steel removable strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste, NSF
15 12 ea	<b>PLASTIC SHELVING</b> Metro Model No. MX2448G  MetroMax® i Shelf, 48"W x 24"D, reinforced type 304 stainless steel corners, removable open grid polymer mats, (4) wedge connectors, built in Microban® antimicrobial product protection, 1000 lb. capacity per shelf, NSF  Storage Room 104B 12 ea MX74P Polymer trilobal post (compatible with MetroMax® i, MetroMax® 4, MetroMax® Q), 74-3/16"H, for stationary use or with a dolly, adjustable leveling foot, grooved on 1" increments, corrosion proof all polymer construction with built in Microban® antimicrobial product protection 1 ea HP2236PD Metro Bow-Tie™ Dunnage Rack, 22" x 36" x 12"H, slotted, with separate polymer tie for joining racks, corrosion proof polymer construction, NSF
16 1 ea	<b>WALK IN COMBINATION COOLER FREEZER, REMOTE</b> Southwest Insulated Panels Model No. 10417796 10'4" x 17'7" x 9'6" Cooler Freezer Combo with Floor, Less Floor  34" X 76" WALK-IN DOOR, WITH HEATER, SAFETY LATCH W/ CYL. LOCK, STANDARD HARDWARE, (1) SPRING LOADED HINGE 34" X 76" WALK-IN DOOR, WITH HEATER, SAFETY LATCH W/ CYL. LOCK, STANDARD HARDWARE, (1) SPRING LOADED  REFRIGERATION 1-1/2 HP MOH015X62CFMT MED. TEMP. PREASSEMBLED REMOTE STUB-OUT SYSTEM, R404A, 208-230V/60/1. (WT 296#) ADT 120AEK BOHN COIL W/ EC MOTOR(S), 115V/60/1.  2-1/2 HP MOH025L62CF LOW TEMP. PREASSEMBLED REMOTE STUB-OUT SYSTEM, R404A, 208-230V/60/1.(WT 274 #) LET 075BEK BOHN COIL W/ EC MOTOR(S), 208-230/60/1PH  Class 1 Urethane, UL Listed 4" Urethane Core, R-32 Insulation Walls, Tops and Floors Urethane Rail Construction, NSF Certified. Southwest Insulated Panels Will Not Be Responsible For Any Taxes, Permits, Inspection Fees and Licenses. Price Reflects Only Those Items Listed On Quotation. Refrigeration and Electrical Hook-up By Others Refrigeration Warranty: One Year Parts and Five Year Compressor, No Labor Warranty. Prices are FOB White Oak, TX -

\*\*\* DELIVERY AND INSTALLATION OF PANELS ONLY TO PORT ARTHUR, TX. \*\*\*



## EXHIBIT C SUBMITTAL FORMS

Submittal A: Transmittal Letter

Submittal B: Title Sheet

Submittal C: Customer Service/Business Operations Plan

Submittal D: Marketing Plan

Submittal E: Letter of Credit

Submittal F: Minimum Rent Offer

Submittal G: Letter of Interest

Submittal H: Affidavit

Submittal I: Conflict of Interest Questionnaire

Submittal J: HB 89

Submittal K: SB 252

Submittal L: Non-Collusion Affidavit

## **AFFIDAVIT**

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

\_\_\_\_\_ I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

\_\_\_\_\_ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

---

**Firm Name****Date**

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**Authorized Signature****Title**

---

**Name (please print)****Telephone**

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**Email****STATE:** \_\_\_\_\_**COUNTY:** \_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

**Notary Public**

**RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL**

## FORM CIQ

OFFICE USE ONLY

Date Received

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**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.)

Name of Officer

☐ Yes      ☐ No

☐ Yes      ☐ No

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	
---	--

Date \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative

(hereafter referred to as "Representative") of \_\_\_\_\_

\_\_\_\_\_ (company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Port Arthur; and
3. That Representative understands that the term "boycott Israel" is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

# **SB 252**

## **CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned and

Representative of \_\_\_\_\_  
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Port Arthur Purchasing Department.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

# NON-COLLUSION AFFIDAVIT

CITY OF PORT ARTHUR	§
	§
<u>STATE OF TEXAS</u>	§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said bidder.

Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

## **GENERAL INFORMATION:**

**Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.**

**TERMINOLOGY:** "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

**AWARD:** The City of Port Arthur will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Purchasing Division any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

**ADDENDA:** Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It



is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

**PORT ARTHUR PRINCIPAL PLACE OF BUSINESS:** Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

**PRICES:** The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

**PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

**INVOICES:** All invoices shall be mailed directly to the City of Port Arthur, Attn.: **EDC**, P.O. Box 1089, Port Arthur, Texas 77641.

**PAYMENT:** Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

**SALES TAX:** The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County. The City of Port Arthur may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

**COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

**INTEREST OF MEMBERS OF CITY:** No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

**DELINQUENT PAYMENTS DUE CITY:** The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paying assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

**QUANTITIES:** Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

**SHIPPING INFORMATION:** All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

**INCORPORATION OF PROVISIONS REQUIRED BY LAW:** Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

**CONTRACTOR'S OBLIGATIONS:** The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

**RELEASES AND RECEIPTS:** The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

**CARE OF WORK:** The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

**SUB-CONTRACTS:** The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

**INSURANCE:** All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
  - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
  - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
  - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
  - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
  - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items,

and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

**NOTICE TO PROCEED:** Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.