

RESOLUTION NO. 15-092

A RESOLUTION APPROVING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION ENTERING INTO A JANITORIAL SERVICES CONTRACT WITH SOUTHEAST TEXAS BUILDING SERVICES FOR JANITORIAL SERVICES AT 501 PROCTER FOR A COST NOT TO EXCEED OF \$17,760 PER YEAR

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") solicited request for proposals for janitorial services for the property located at 501 Procter Street via newspaper publications; and

WHEREAS, the advertisement was published on February 8, 2015 and February 15, 2015 in the *Port Arthur News*; and

WHEREAS, responses to the request for proposal were received on February 20, 2015, and were extensively evaluated by a subcommittee of PAEDC Board of Directors; and

WHEREAS, through such evaluation, it was recommended and approved by the PAEDC Board of Directors at its special Board meeting held on February 23, 2015, that Southeast Texas Building Services was the most responsible bidder; and

WHEREAS, the PAEDC Board of Directors desires to enter into a janitorial services contract with Southeast Texas Building Services of Nederland, Texas according to the terms stated in the Contract attached hereto and made a part hereof as **Exhibit "A"**; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council of the City of Port Arthur approves PAEDC entering into a contract for janitorial services at 501 Procter with Southeast Texas Building Services for a cost not to exceed \$17,760 per year as set forth in **Exhibit "A"**.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 17th day of March A.D., 2015, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Freeman

Councilmembers Scott, Hamilton, Sebright, Mosely, Lewis, Williamson and Frank.

NOES:

None.

Deloris Prince

Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard

Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste

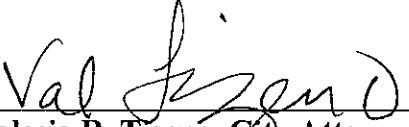
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:



Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizen, City Attorney

EXHIBIT “A”

JANITORIAL SERVICES CONTRACT

That this Janitorial Services Contract (the "Contract") is made on this ____ day of _____, 2015 by and between the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC"), organized under the laws of the State of Texas and **Southeast Texas Building Services** (the "Contractor").

WITNESSETH

WHEREAS, the PAEDC advertised for request for proposals for janitorial services to provide janitorial services for offices located in the 501 Procter Street property (the "Property"); and

WHEREAS, responses were received on or about February 20, 2015 and were extensively evaluated by PAEDC staff; and

WHEREAS, through such evaluation it was determine that Southeast Texas Building Services presented the best response; and

WHEREAS, the PAEDC desires to enter into a janitorial services contract with Southeast Texas Building Services according to the terms stated in the Contract;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

I. **SCOPE OF SERVICES**

1.01-Services

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the "RFP"), copies of which are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, and Specifications for Janitorial Services. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or inconsistency between or among the provisions of this Contract document, the RFP and/or Bid, the documents shall control in the following order of precedence:

- 1) this Janitorial Services Contract document;
- 2) the RFP;
- 3) the Bid.

Vendors are responsible for inspecting the Property prior to submitting bids.

II.
COMPENSATION

2.01-Payments

The Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal and bill the PAEDC with an invoice submitted to the management and leasing agent. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment shall be made within 30 days of receiving the invoice. Contractor shall notify the PAEDC and the management and leasing agent of any changes of address, phone number, or email within five (5) days.

III.
TERM

3.01-Term

Subject to the provisions of this Contract the term of this Contract shall commence on approval by City Council and shall terminate once year later unless terminated earlier in accordance with the provisions hereof. The Contract shall be for one (1) year with three (3) additional (1) year renewable options. Renewal shall be the sole option of the PAEDC if agreed to by the Contractor. The PAEDC may cancel this contract without cause upon thirty (30) days written notice prior to the date of termination.

IN WITNESS WHEREOF, the parties have made and executed this Contract in multiple copies, each of which shall be an original, as of this _____ day of _____, 2015.

CONTRACTOR:

By: _____
Name: _____
Title: _____

**THE CITY OF PORT ARTHUR SECTION
4A ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____