

RESOLUTION NO. 18-265

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION AND
JIREH WORLD CHURCH / OUTREACH MINISTRIES,
INC. FOR A COST NOT TO EXCEED \$100,000**

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (“PAEDC”) Board of Directors is dedicated to improving the quality of life of Port Arthur residents who lack skills to qualify for permanent employment; and

WHEREAS, per Resolution 14-195, the City Council of the City of Port Arthur approved PAEDC entering into a Training Agreement to provide Life Skills Training & Basic Financial Planning (the “Agreement”) with a local training provider for a one-year period with the option to renew the contract for two additional one-year periods; and

WHEREAS, that the Agreement will expire as of September 30, 2016, and all options to renew have been exhausted; and

WHEREAS, at their January 12, 2016 regular Board meeting, the PAEDC Board of Directors approved continuation of the program funding over the next three years and approved requesting proposals for Life Skills Training & Basic Financial Planning; and

WHEREAS, a request for proposals for Life Skills Training & Basic Financial Planning were solicited by legal notice as advertised in the *Port Arthur News* once a week for two consecutive weeks; and

WHEREAS, the City of Port Arthur Purchasing Department received three (3) sealed proposals for providing Life Skills Training & Basic Financial Planning; and

WHEREAS, the most qualified proposal was received from Jireh World Church / Outreach Ministries, Inc. based upon the scoring matrix developed to evaluate the proposals (see Evaluation Matrix attached hereto as Exhibit "A"); and

WHEREAS, in consideration for the extraordinary costs of providing Life Skills Training & Basic Financial Planning to Port Arthur residents, PAEDC agrees to fund \$100,000 of the program cost during the 2016 – 2017 fiscal year pursuant to the Training Agreement attached hereto as **Exhibit "B"**.

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 approves the Training Agreement between PAEDC and Jireh World Church / Outreach Ministries, Inc. for a cost not to exceed \$100,000 for program costs during the 2016 – 2017 fiscal year.

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

READ, ADOPTED AND APPROVED on this 20th day of Sept. A.D., 2016,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Freeman; Mayor Pro Tem Scott

Councilmembers Hamilton, Albright, Richards, Lewis
Swati, Moses and Frank.

NOES: None


Derrick Freeman, Mayor

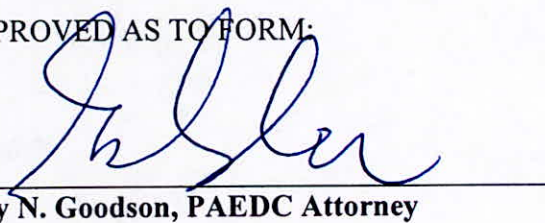
ATTEST:


Sherri Bellard, City Secretary

APPROVED:


Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:


Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizen, City Attorney

Exhibit "A"

Port Arthur EDC
Life Skills Training and Financial Planning
Proposal Evaluation Matrix

	Weight	Jireh World Church and Outreach Ministries	Techno Chaos	The Texas Initiative Program
Budget	600	60	60	60
Program Narrative	1050	805	105	700
Organization Capabilities	1050	770	105	595
Quality of Response	300	220	30	180
Total	3000	1855	300	1535

Exhibit "B"

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

Executive Summary

The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that Port Arthur is a community with a high unemployment rate with a high percentage of citizens with limited skills. The PAEDC Board also recognizes the importance of improving the quality of life of Port Arthur residents who lack the skills needed to qualify for an on the job training program with a local employer or skills to secure permanent employment in the current labor market. As a result, PAEDC advocated for the passage of House Bill 1967 during the 83rd Legislative Session so that it could spend tax revenue received under the Development Corporation Act for certain types of life and basic skills training that would prepare individuals for training programs.

Jireh World Church/Outreach Ministries, Inc. (the "Subcontractor") has developed a program for life skills and basic financial planning training (the "Programs"). Specifically, the Subcontractor's Life Skills "Plus" Training & Basic Financial Planning with employment placement is designed to deliver in-house training geared to increase the skill level and personal effectiveness of new hires and entry level employees. The Subcontractor will provide training to Port Arthur residents ("Program Participants"). The Subcontractor will assist Program Participants in setting vocational goals, identifying work values, developing basic financial and budgetary skills, teaching essential job duties, providing resources for identifying potential employers, assisting in resume writing, and practicing interviewing skills. The Subcontractor will additionally assist the Program Participants in finding gainful employment and will remain involved and active in the Program Participants quest to find permanent employment for up to ninety (90) days after the last day of the training program.

PAEDC and Subcontractor, in collaboration, hope to improve the lives of Port Arthur residents by providing life skills and basic financial training to the Program Participants.

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

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**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

RECITALS

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board of Directors is dedicated to improving the quality of life of Port Arthur residents who lack skills to qualify for an on the job training program with a local employer or skills to secure permanent employment in the current labor market; and

WHEREAS, House Bill 1967 amends the Texas Local Government Code and adds §501.163 which authorizes expenditures for life skills training by the PAEDC; and

WHEREAS, Jireh World Church/Outreach Ministries, Inc. ("Subcontractor") agrees to provide Life Skills Training & Basic Financial Planning to Port Arthur residents ("Program Participants") as provided for in the Request for Proposal attached hereto as **Exhibit "A"**; and

WHEREAS, in consideration for the extraordinary costs of providing Life Skills Training & Basic Financial Planning to Port Arthur residents, the PAEDC agrees to fund \$100,000 of the program cost during the 2016-2017 fiscal year.

NOW, THEREFORE, for good and valuable consideration, PAEDC and Subcontractor hereby agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Training Agreement ("Agreement") shall begin on October 1, 2016.

AGREEMENT END DATE

2. This Agreement expires on September 30, 2017.

PARTIES

3. PAEDC located at 501 Procter Street, Port Arthur, Texas 77640, is a not for profit corporation. It is duly authorized to do business in the State of Texas under Chapter 504, Local Government Code (the "Development Corporation Act of 1979") and duly authorized by Resolution of the City Council of the City of Port Arthur to enter into this Agreement. As so authorized and as provided by the PAEDC bylaws, the President and Secretary of the PAEDC Board have the authority to execute this Agreement.

4. Jireh World Church/Outreach Ministries, Inc., 3505 Procter Street, Port Arthur, Texas 77642-8322, and its duly authorized representative for purposes of this Agreement is Simon Carron, Jr.

CONDITIONS PRECEDENT

5. This Agreement has no legal consequences unless and until both the Board of Directors of the PAEDC and the City of Port Arthur City Council approve this Agreement in its final form.

PROMISED PERFORMANCE

6. The parties agree to perform as follows.

(a) PERFORMANCE BY PAEDC

- (1) Funding in the amount of \$100,000 is allocated to Jireh World Church/Outreach Ministries, Inc. subject to the approval of the City. The Subcontractor, Jireh World Church/Outreach Ministries, Inc. will provide the following services:

<u>Program Costs</u>	<u>Provider</u>	<u>Budgeted Funds</u>
Life Skill Training & Monitoring	Jireh World Church/Outreach Ministries, Inc.	\$80,000
Job Placement	Jireh World Church/Outreach Ministries, Inc.	\$20,000

- (2) PAEDC shall pay the Subcontractor \$500 per Program Participant when the Program Participant completes at least ten (10) hours of training. PAEDC shall pay the Subcontractor an additional \$800 per Program Participant once the Program Participant completes at least fifty percent (50%)/ forty (40) hours of training. PAEDC shall pay the Subcontractor an additional \$700 per Program Participant when the Program Participant obtains a certificate evidencing he/she completed the training program.
- (3) PAEDC shall pay the Subcontractor \$150 per Program Participant if the Program Participant becomes gainfully employed and provides the Subcontractor a paycheck stub evidencing he/she earned no more than \$5,000 within sixty (60) days of employment.

PAEDC shall pay the Subcontractor \$500 per Program Participant if the Program Participant becomes gainfully employed and provides Subcontractor a paycheck stub evidencing he/she earned more than or equal to \$5,000 during his/her first ninety (90) days of employment.

Note: The maximum amount of funds the Subcontractor can receive per Program Participant for job placement is \$500.

(b) PERFORMANCE BY SUBCONTRACTOR

- (1) Subcontractor shall provide for the life skills training of Port Arthur residents. The Subcontractor will assist Program Participants in setting vocational goals, identifying work values, developing basic financial and budgetary skills, teaching essential job duties, providing resources for identifying potential employers, assisting in resume writing, and practicing interviewing skills.
- (2) Subcontractor further agrees to help Program Participants find transportation to training and transportation for work.
- (3) Subcontractor further agrees to facilitate employment placement for Program Participants.
- (4) Subcontractor shall remain involved and active in the Program Participants quest to find permanent employment for up to ninety (90) days after the last day of the training program.

PAEDC'S CONDITIONAL OBLIGATIONS AND LIMITED LIABILITY

7. The PAEDC, at its sole option, may terminate this Agreement for nonperformance or failure to comply with the terms of this contract. In the event of such termination by the PAEDC, the PAEDC may, at its sole option, immediately cease all further funding, if any, required by this Agreement and the PAEDC shall not be liable to Subcontractor or to any third parties for failure to make payments to Subcontractor under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Subcontractor and shall be limited to the funding for the Programs detailed in this Agreement. The PAEDC shall not be liable, in contract or otherwise, for any expense, expenditure or cost incurred by or on behalf of Subcontractor related to the Programs except as set forth in this Agreement.

RECORDS / INSPECTION / PAEDC AUDIT

9. All records pertinent to this Agreement shall be retained by Subcontractor.
10. Upon written request, Subcontractor shall provide reports to the PAEDC.
11. Upon written request, Subcontractor shall provide PAEDC with all reports reasonably necessary for PAEDC compliance with the Development Corporation Act of 1979.

CHANGES AND AMENDMENTS

12. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by all parties to this Agreement and approved by PAEDC.

13. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal, state or local law are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

DEFAULT / TERMINATION

14. In the event of default of any of the obligations of the Subcontractor detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to the Subcontractor.

15. In addition to the foregoing, the PAEDC and Subcontractor agree that this Agreement may be terminated at any time when both parties agree, in writing, to the terms and conditions of any such voluntary termination.

ORAL AND WRITTEN AGREEMENTS / PRIOR AGREEMENTS

16. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

VENUE

18. For purposes of litigation that may accrue under this Agreement, venue shall be Jefferson County, Texas, where substantially all the performance will occur.

UNDOCUMENTED WORKERS

19. Subcontractor and any branch, division or department of Subcontractor certifies that they have not and will not knowingly employ an "undocumented worker" which means "an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States." Subcontractor acknowledges that it has reviewed Chapter 2264, Texas Government Code, attached hereto as **Exhibit "B"** and made a part hereof for all purposes and hereby affirmatively agrees by execution of this Agreement to repay the amount of any grant with interest at the rate of ten (10%) percent per annum not later than the 120th day after the date PAEDC notifies Subcontractor of a violation. Subcontractor acknowledges PAEDC may bring a civil action or recover any amounts owed under this Chapter and further acknowledges that PAEDC may recover court costs and reasonable attorneys' fees incurred in an action brought under §2264.101(a). The Subcontractor is not liable for a violation of this Chapter by a subsidiary,

affiliate or franchisee of the Subcontractor or by a person with whom the Subcontractor contracts.

CONFLICT OF INTEREST DISCLOSURE

20. Each Subcontractor shall comply with the Conflict of Interest Policy attached hereto as **Exhibit "C."**

ADDRESS OF NOTICE AND COMMUNICATIONS

City of Port Arthur 4A Economic Development Corporation
4173 39th Street
Port Arthur, Texas 77642
ATTN: Floyd Batiste, Chief Executive Officer

Jireh World Church/Outreach Ministries, Inc.
2305 Robinhood Drive, P.O. Box 5455
Port Arthur, Texas 77642
Attn: Simon Carron, Jr.

CAPTIONS

21. This Agreement has been supplied with captions to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

ATTORNEY APPROVALS


APPROVED AS TO FORM:



Guy Goodson, Legal Counsel for PAEDC

VERIFIED AS CONSISTENT
WITH CITY COUNSEL RESOLUTION:

Resolution Number: _____

As to Form Only 

City Attorney

AGREEMENT EXECUTION

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

SIGNED AND AGREED TO on the 3rd day of October, 2016.

By: Ingrid Holmes
President

By: Dalh Smith
Secretary

Guan Cellego
Witness

Guan Cellego
Witness

JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.

SIGNED AND AGREED TO on the 3rd day of October, 2016.

By: 

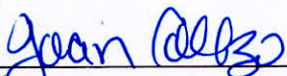
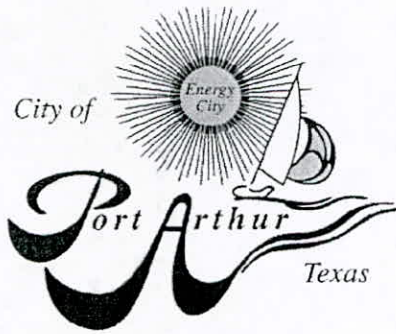

Witness

EXHIBIT "A" TO THE TRAINING AGREEMENT
REQUEST FOR PROPOSAL

DELORIS "BOBBIE" PRINCE, MAYOR
RAYMOND SCOTT, JR, MAYOR PRO TEM

COUNCIL MEMBERS:

TIFFANY HAMILTON
MORRIS ALBRIGHT, III
KEITH RICHARD
WILLIE "BAE" LEWIS, JR.
OSMAN SWATI
CHARLOTTE MOSES
KAPRINA RICHARDSON FRANK



BRIAN MCDOUGAL
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

June 28, 2016

**REQUEST FOR PROPOSAL
TRAINING FOR LIFE SKILLS AND FINANCIAL PLANNING**

DEADLINE: Sealed proposal submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, July 20, 2016.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **3:15 p.m. on Wednesday, July 20, 2016** in the City Council Chambers, City Hall, 5th 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: P16-048

DELIVERY ADDRESS: Please submit **one (1) original and three (3) 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, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

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

City of Port Arthur, TX
Clifton Williams, Acting Purchasing Manager
P.O. Box 1089
Port Arthur, TX 77641
clifton.williams@portarthurtx.gov

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.

Clifton Williams, CPPB
Acting Purchasing Manager

**REQUESTS FOR PROPOSALS
TRAINING FOR LIFE SKILLS AND FINANCIAL PLANNING**

(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
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

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

**City of Port Arthur
Request for Proposals
Training for Life Skills and Financial Planning**

OBJECTIVE

The Port Arthur Economic Development Corporation (PAEDC) is seeking a response to the Request for Proposals (RFP) from local community based and faith based organizations (Recipient) describing a program delivery system which provides Life Skills Training and Basic Financial Planning for Port Arthur residents.

BACKGROUND

1. The PAEDC is a not-for-profit corporation chartered by the State of Texas in 1996. The PAEDC is governed by a 9 member board, appointed by the City Council of the City of Port Arthur, and has 6 full time employees.
2. The PAEDC Board recognizes that 10% to 12% of the residents of Port Arthur are either unemployed or underemployed. PAEDC's Life Skills Training & Basic Financial Planning RFP will directly address our mission by improving the quality of life of Port Arthur residents.
3. PAEDC's Life Skills Training & Basic Financial Planning for Port Arthur residents will only serve individuals residing in the City of Port Arthur. Our mission is to serve approximately 100 residents during the term of the contract. More specifically, our mission is to assist a minimum of 76 Port Arthur residents who are unemployed or underemployed to become either employed or advance in their current employment.

SCOPE OF WORK

The goal of the Life Skills Training & Basic Financial Planning for Port Arthur residents is to provide program services and activities that have a measurable and major impact on the causes of unemployment or underemployment in our community, provide residents with mentors in the community to help them achieve their goals, and provide residents the skills they need in order to be successful in obtaining employment and remaining employed.

Life Skills Training Program Description

Recipient will carry on the Life Skills Training & Basic Financial Planning for Port Arthur residents and may add essential training portions to the program which they have found to be necessary to increase self-sufficiency.

Training for continued Success for residents will provide the following services to at least 100 Port Arthur residents during the contract period:

- Setting a Vocational Goal & Identifying Work Values
- Personal Financial Needs and Basic Financial/Budgeting Skills Training
- Essential Duties of the Job
- Personal Disclosure
- Transportation to Work and Transportation to Training
- Resources for Identifying Employers, Job Skills training & Resume Writing
- Interviewing, Follow-up and What Employers Want

Case Management which involves intensive counseling and support services to help transition a person or family into employment. The Recipient will meet and work one on one with each

resident based on their current job readiness, knowledge, skills and needs level. This program will also utilize area Human Resource Directors in presentations to residents, successful community peers (employed individuals) to mentor and motivate residents in the program.

Employment Placement which involves job search assistance and placement of residents into full time employment. Recipient will be responsible for establishing relationships with area employers to help facilitate employment placement for residents in the program.

Employment Retention Services which involves intensive follow-up on the resident's employment search and possible employment placement. Recipient must remain involved and active in the resident's employment placement attempts for at least ninety (90) days after the end of the skills training program to ensure successful placement. Upon completion of the Life Skills Training & Basic Financial Planning program, the applicant and/or employer may apply for the Pre-Employment Program in order to receive continued support.

Audit/Monitoring/Record Keeping

1. The PAEDC reserves the right to conduct a financial and compliance audit of training funds received and performance rendered by Recipient.
2. The PAEDC will perform periodic on-site monitoring to insure compliance and to promote the efficient, economic and effective performance of activities by the Recipient.
3. Recipient will be required to maintain fiscal records, client files and performance documentation for all activities funded by the Life Skills Training Program.
4. Recipient will be required to produce written monthly activity reports as to the number of persons who are being provided services with PAEDC training funds, and monthly financial reports which record the expenditure of Life Skills training monies.

The City of Port Arthur requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes.* All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) LETTER OF TRANSMITTAL (1 page)

- Identify the services for which proposal has been prepared.
- Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.
- Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
- The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the proposal shall be clearly shown immediately below the signature.

B.) RESOLUTION FROM GOVERNING BODY OR BOARD OF DIRECTORS

If available, submit a resolution passed by the agency's governing body or governing board which authorizes the submission of a proposal for Life Skills Training & Basic Financial Planning that grants the agency authority to enter into a contract with the PAEDC for the purpose of providing services to unemployed and underemployed Port Arthur residents. Due to the short application turn-around time, if a board meeting cannot be held prior to the application submission date, please provide a copy of the Resolution to be presented for board approval and the date the Resolution will be presented for adoption.

C.) BUDGET

A budget must be submitted according to the format on the attached budget sheet which breaks the amounts of funds requested into expenditure categories for administration and program services. If necessary, a budget narrative can be attached to the budget sheet and include information that further clarifies the proposed budget.

D.) PROGRAM NARRATIVE

Provide a detailed statement on the exact services that are being proposed including the procedures that will be used to screen residents, determine eligibility, the facilities from which services will be provided (office location, etc.), and the number of organization staff committed to the Life Skills Training & Basic Financial Planning Program.

E.) STATEMENT OF ORGANIZATION CAPABILITIES

Provide proof of the organization's non-profit status if not a governmental agency.

Provide an overview of the organization's experience in dealing with this type of assistance. Include descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name, title, company name, address, phone and email of organizations that may be contacted to verify qualifying experience.

Provide brief resumes on the organization staff that will be working on Life Skills Training & Basic Financial Planning Programs, and list their experience and expertise working in the field of social programs.

F.) QUALITY OF RESPONSE

Completeness of the response to this RFQ including submission of all checklist documents.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 - a. Budget (20 points)
 - b. Program Narrative (35 points)
 - c. Organization Capabilities (35 points)
 - d. Quality of Response (10 points)
2. City staff shall recommend the most qualified Vendor to the City Council.
3. When services and fees are agreed upon, the selected Vendor shall be offered a contract subject to City Council approval.
4. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
5. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

LETTER OF INTEREST

RFP – Life Skills Training and Basic Financial Planning Program Deadline: July 20, 2016

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Port Arthur, TX (City) to supply Life Skills Training and Basic Financial Planning Program. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed RFP Letter of Interest Form
- ❖ Completed Affidavit
- ❖ Completed Conflict of Interest Form

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

<u>Jireh World Church, Inc</u>	<u>7/20/16</u>
Firm Name	Date
<u>Pearlanna Carron</u>	<u>Pastor</u>
Authorized Signature	Title
<u>Pearlanna Carron</u>	<u>409-332-8877</u>
Name (please print)	Telephone
<u>pearlanna@hotmail.com</u>	
Email	

NON-COLLUSION AFFIDAVIT

CITY OF PORT ARTHUR

§
§

STATE OF TEXAS

§

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:

Pearlanna Carron

Printed Name:

Pearlanna Carron

Title:

Pastor

Company:

Jireh World Church, Inc.

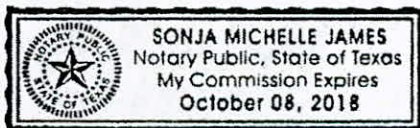
Date:

7/20/16

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

Sonja M. James

Notary Public in and for the
State of Texas



My commission expires: October 08, 2018

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:

X 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.

<u>Jireh World Church, Inc.</u>	<u>7/20/16</u>
Firm Name	Date
<u>Pearlanna Carron</u>	<u>Pastor</u>
Authorized Signature	Title
<u>Pearlanna Carron</u>	<u>409-332-8877</u>
Name (please print)	Telephone
<u>pearlanna.c@hotmail.com</u>	
Email	

STATE: Texas
COUNTY: Jefferson



SUBSCRIBED AND SWORN to before me by the above named Pearlanna Carron
on this the 20th day of July 2016.

Sonja M. James
Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For Vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person 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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

**PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION
BUDGET SHEET FOR
Life Skills Training and Basic Financial Planning with Employment Placement**

Agency Name _____	Amount of Funding Requested
Program Services:	
Life Skills	_____
Financial Skills	_____
Case Management Services	_____
Employment Placement Services	_____
Employment Retention Services	_____
Total	_____
Administration	
Personnel	_____
Fringe Benefits	_____
Travel	_____
Rent	_____
Telephone	_____
Postage	_____
Printing	_____
Office Supplies	_____
Audit	_____
Other	_____
Total	_____
Combined Total of Funding Requested	_____

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 Department**, 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.

EXHIBIT "B"

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2264. RESTRICTIONS ON USE OF CERTAIN PUBLIC

SUBSIDIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2264.001. DEFINITIONS. In this chapter:

(1) "Economic development corporation" means a development corporation organized under Subtitle C1, Title 12, Local Government Code.

(2) "Public agency" means the state or an agency, instrumentality, or political subdivision of this state, including a county, a municipality, a public school district, or a special-purpose district or authority.

(3) "Public subsidy" means a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in this state. The term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements.

(4) "Undocumented worker" means an individual who, at the time of employment, is not:

(A) lawfully admitted for permanent residence to the United States; or

(B) authorized under law to be employed in that manner in the United States.

Added by Acts 2007, 80th Leg., R.S., Ch. 853 (H.B. 1196), Sec. 1, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 11.023, eff. September 1, 2009.

SUBCHAPTER B. RESTRICTIONS ON USE OF CERTAIN

PUBLIC SUBSIDIES TO EMPLOY UNDOCUMENTED WORKERS

Sec. 2264.051. STATEMENT REQUIRED IN APPLICATION FOR PUBLIC SUBSIDIES. A public agency, state or local taxing jurisdiction, or economic development corporation shall require a business that submits an application to receive a public subsidy to include in the application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

Added by Acts 2007, 80th Leg., R.S., Ch. 853 (H.B. 1196), Sec. 1, eff. September 1, 2007.

Sec. 2264.052. CONDITION ON RECEIPT OF PUBLIC SUBSIDIES. The statement required by Section 2264.051 must state that if, after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

Added by Acts 2007, 80th Leg., R.S., Ch. 853 (H.B. 1196), Sec. 1, eff. September 1, 2007.

Sec. 2264.053. AGREEMENT REGARDING REPAYMENT OF INTEREST. A public agency, state or local taxing jurisdiction, or economic development corporation, before awarding a public subsidy to a business, shall enter into a written agreement with the business specifying the rate and terms of the payment of interest if the business is required to repay the public subsidy.

Added by Acts 2007, 80th Leg., R.S., Ch. 853 (H.B. 1196), Sec. 1, eff. September 1, 2007.

SUBCHAPTER C. ENFORCEMENT

Sec. 2264.101. RECOVERY. (a) A public agency, local taxing jurisdiction, or economic development corporation, or the attorney general on behalf of the state or a state

agency, may bring a civil action to recover any amounts owed to the public agency, state or local taxing jurisdiction, or economic development corporation under this chapter.

(b) The public agency, local taxing jurisdiction, economic development corporation, or attorney general, as applicable, shall recover court costs and reasonable attorney's fees incurred in an action brought under Subsection (a).


(c) A business is not liable for a violation of this chapter by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Added by Acts 2007, 80th Leg., R.S., Ch. 853 (H.B. 1196), Sec. 1, eff. September 1, 2007.

Jireh World Church and Outreach Ministries, Inc. hereby acknowledges that it has reviewed Chapter 2264, Texas Government Code.

Jireh World Church and Outreach Ministries, Inc.

Date: October 3, 2016

By: 
Signature

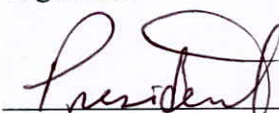
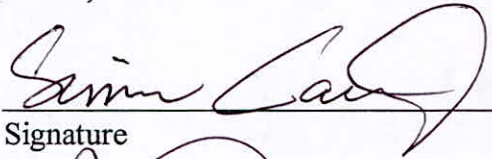
Its: 
Title

EXHIBIT "C"
COMPLIANCE STATEMENT

Jireh World Church and Outreach Ministries, Inc. hereby certifies that it has fully complied with Local Government Code §176.006, as amended, which mandates the disclosure requirements for persons who contract or seek to contract with a local governmental entity.

Date: October 3, 2016

Jireh World Church and Outreach Ministries, Inc.

By: 
Signature

Its: 
Title