



**PORT ARTHUR**  
ECONOMIC DEVELOPMENT CORPORATION

**May 02, 2023**

**REQUEST FOR PROPOSAL  
PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION (EDC)  
HIGHWAY 73, SPUR 93, JADE AVENUE BUSINESS PARKS  
TRACTOR MOWING**

**DEADLINE:** Sealed proposal submittals must be received, and time stamped by **10:00 a.m. Central Standard Time, Wednesday, May 24, 2023.** (The clock located in the EDC's front lobby desk will be the official time.) All proposals received will be read aloud at **10:15 a.m. on Wednesday, May 24, 2023** in the Port Arthur EDC's 1<sup>st</sup> Floor Conference Room, 501 Procter Street, 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:** TS-1002-2023

**DELIVERY ADDRESS:** Please submit **one (1) original and three (3) exact duplicate copies** of your **RFP** to:

PORT ARTHUR EDC  
ATTN: CEO  
501 PROCTER STREET, SUITE 100  
PORT ARTHUR, TEXAS 77640

**POINTS OF CONTACT:**

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

Port Arthur EDC  
Caleb Malveaux, Facilities Maintenance  
501 Procter Street, Suite 100  
Port Arthur, TX 77640  
cmalveaux@paedc.org

**501 Procter Street, Suite 100 • Port Arthur, TX 77640  
Tel. 409-963-0579 • Fax 409-962-4445 • www.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 EDC.

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 PORT ARTHUR ECONOMIC DEVELOPMENTS 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.



Terry Stokes  
PAEDC CEO

**REQUESTS FOR PROPOSALS  
 PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION (EDC)  
 HIGHWAY 73, SPUR 93, AND JADE AVENUE BUSINESS PARKS  
 TRACTOR MOWING**

**(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 \_\_\_\_\_ At 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 workload 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>

**MANDATORY  
PRE-BID CONFERENCE**

A **Mandatory** Pre-Bid Conference between Representatives of the EDC, Port Arthur, Texas and prospective bidders for **HIGHWAY 73, SPUR 93, AND JADE AVENUE BUSINESS PARKS TRACTOR MOWING** will be held at the EDC's 1<sup>st</sup> Floor Conference Room, 501 Procter Street, Port Arthur, Texas on May 17, 2023 @ 11:00 a.m. The purpose of the Mandatory Pre-Bid Conference is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of the Contract Documents, and to resolve any problems that may affect the project construction. No addendum will be issued at this meeting, but subsequent thereto, the Deputy Director, if necessary, will issue an addendum(s) to clarify the intent of the Contract Documents.

Bids received from firms or individuals not listed on the role of attendees of the Mandatory Pre-Bid Conference will be rejected and returned unopened to the bidder.

**SPECIFICATIONS  
FOR  
THE MOWING OF HIGHWAY 73, SPUR 93, AND JADE AVENUE  
PAEDC BUSINESS PARKS**

**Scope of Work:**

The contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, fuel, and service, to perform and complete all work in an efficient and workman-like manner as specified in the following:

**Specifications for Mowing of PAEDC Business Parks:**

1. The Port Arthur Economic Development Corporation Business Parks are located at 3330 Highway 73, and 9555 West Port Arthur Road.
2. Contractor will be cutting approximately 7.269 acres at Highway 73 Business Park, and 198 acres at West Port Arthur Road Business Park.
3. Contractor is responsible for cutting grass area six feet from curbs inside the Business Park.
4. Contractor is responsible for trimming around any fire hydrants or signs within the cutting area.
5. All litter and debris shall be picked up prior to mowing and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut it into smaller pieces by the mower.
6. All litter and debris shall be disposed of properly, off site, at the Contractor's expense.
7. Litter and debris shall be defined as an object not intentionally placed at a project site for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building materials, disposable diapers and cigarette butts found on the grounds and all objects found in trash receptacles. This shall also include items produced from a maintenance task such as mowing and/or landscaping.
8. Sweep or blow clean all sidewalks and/or concrete areas affected by work. No grass clippings shall be placed or blown into City's Drainage Culverts or in the streets.
9. Entrance roads, approaches, and/or driveways are to be maintained, where applicable.
10. The Port Arthur EDC will call contractor to cut grass on an as needed basis. Port Arthur EDC estimates 4 cuts per year. It may be more.
11. Work must be completed within seven calendar days of issuance, unless the Port Arthur EDC grants an extension.
12. Acreage of property will decrease as Business Parks are developed. Contractors are not responsible for the newly developed property.
13. Contractors will be responsible for any damage to sprinkler systems or damage to city properties and/or structures.
14. Ruts caused by contractors' equipment shall be filled at contractor's expense.

15. Time extension may be granted due to inclement weather or other act of nature only when a contractor request for such extension is submitted to the City's representative.

This Contract will terminate approximately twelve (12) months from date of execution with the option to renew two (2) additional year. The City can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with thirty (30) days written notice.

**The EDC 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 proposers 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.**

**EVALUATION CRITERIA:**

The Proposer shall provide the following information:

**EXPERIENCE:**

1. Proposer's performance in mowing similar property and maintaining irrigation system for governmental entities or other clients. The proposer should indicate the number of years of experience the firm has in performing Mowing Service with businesses of comparable size to the City or other clients.

**REFERENCES:**

Include three (3) business references for which similar services have been provided. Include the following:

1. The period for which you have provided this service.
2. A brief description of the scope of work; and
3. Contact name, title, address, and telephone number.

The Proposer hereby authorizes and requests any person, firm, corporation and/or government entity to furnish any information requested by the EDC in verification of the references provided and for determining the quality and timeliness of providing the services.

**PRICING:**

See Appendix A

**PROJECT APPROACH**

1. Describe your firm's capability to provide all services required. Below are some items that may be stated. Contractor can discuss other items in the approach.
  - A. Number of employees working on Project.

- B. List of equipment that will be used. Contractor may be required to show equipment.
- C. Scheduling

**SELECTION PROCESS:**

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicant’s own expense. The EDC shall not incur any costs for applicant preparation and/or submittal of qualifications.

The EDC will evaluate all responses based on the qualifications, past performance, and project approach. The EDC reserves the right to negotiate the final fee prior to recommending any business for a contract.

The EDC’s process is as follows:

- A. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:
  - a. Experience..... 15 points
  - b. References..... 10 points
  - c. Pricing..... 40 points
  - d. Project Approach..... 35 points
- B. Staff shall recommend the most qualified business to the EDC’s Board of Directors and City Council and request authority to enter into a contract.
- C. When services and fees are agreed upon, the selected business shall be offered a contract subject to City Council approval.
- D. Should negotiations be unsuccessful, the EDC shall enter into negotiations with the next, highest ranked business. The process shall continue until an agreement is reached with a qualified business.
- E. This RFP does not commit the EDC 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.

**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 Port Arthur Economic Development Corporation will review all proposals for responsiveness and compliance with these specifications. The EDC reserves the right to award based on the **Quality 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 EDC's Deputy Director 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.

**CONFLICT OF INTEREST:** Provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Port Arthur Economic Development Corporation/City of Port Arthur, including affiliations and business and financial relationships such persons may have with Port Arthur Economic Development Corporation or City of Port Arthur officers. The form can be located at the Texas Ethics Commission website: [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

By doing business or seeking to do business with the Port Arthur Economic Development Corporation/City of Port Arthur including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

**Any information provided by the Port Arthur Economic Development Corporation/City of Port Arthur is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

**ETHICS:** Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Port Arthur Economic Development Corporation's organization.



Any employee that makes purchases for the EDC is an agent of the City and is required to follow the City's Code of Ethics.

**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 EDC/City Council shall not award a contract to a company that is in arrears in its obligations to the EDC/City.
7. No payments shall be made to any person of public monies under any contract by the EDC/City with such person until such person has paid all obligations and debts owed to the EDC/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 Port Arthur Economic Development Corporation's Deputy Director. The EDC 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 Port Arthur Economic Development Corporation, 501 Procter Street, Port Arthur, Texas 77640.

**PAYMENT:** Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the Port Arthur Economic Development Corporation, 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 Port Arthur Economic Development Corporation 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 Port Arthur Economic Development Corporation 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 EDC, and no other officer, employee or agent of the EDC 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:** 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 Port Arthur Economic Development Corporation for quantities less than the estimated amount.

**SHIPPING INFORMATION:** All bids are to be F.O.B., Port Arthur Economic Development Corporation, 501 Procter Street, Suite 100, 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 Port Arthur Economic Development Corporation 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 EDC 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 EDC for damages sustained by the EDC by virtue of any breach of the contract by the Contractor, and the EDC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the EDC from the Contractor is determined.

**TERMINATION FOR CONVENIENCE:** The EDC 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 EDC 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 Port Arthur Economic Development Corporation 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 EDC.

**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 Port Arthur Economic Development Corporation 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 \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
  - b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
  - c. Professional Liability: \$1,000,000.

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 Port Arthur Economic Development Corporation 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 Port Arthur Economic Development Corporation 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.

# APPENDICE

## RETURN WITH PROPOSAL

A.	<i>Bid Sheet</i>	.....	<i>Yes</i>
B.	<i>Letter of Interest</i>	.....	<i>Yes</i>
C.	<i>Affidavit</i>	.....	<i>Yes</i>
F.	<i>Non-Collusion Affidavit</i>	.....	<i>Yes</i>
G.	<i>Conflict of Interest Questionnaire</i>	.....	<i>If it Applies</i>
H.	<i>HB 89</i>	.....	<i>Yes</i>
I.	<i>SB 252</i>		<i>Yes</i>

**APPENDIX A**

**PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**  
**BID SHEET**

**BID FOR:** HIGHWAY 73, SPUR 93, AND JADE AVENUE BUSINESS PARKS TRACTOR SERVICES

**BID DUE DATE:** MAY 24, 2023

ITEM #	QUANTITY	UOM	DESCRIPTION	MONTHLY COST	ANNUAL COST
1	12	MTH	MOWING OF HWY 73 BUSINESS PARK	\$	\$
2	12	MTH	MOWING OF SPUR 93 AND JADE AVENUE BUSINESS PARKS	\$	\$
3	<b>TOTAL COST</b>				\$

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 STREET ADDRESS

\_\_\_\_\_  
 SIGNATURE OF BIDDER

\_\_\_\_\_  
 P.O. BOX

\_\_\_\_\_  
 PRINT OR TYPE NAME

\_\_\_\_\_  
 CITY STATE ZIP

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 AREA CODE TELEPHONE NO

\_\_\_\_\_  
 EMAIL

\_\_\_\_\_  
 FAX NO

**APPENDIX B**

**LETTER OF INTEREST**

**RFP – HIGHWAY 73, SPUR 93, AND JADE AVENUE BUSINESS PARKS TRACTOR SERVICES**

**Deadline:** May 24, 2023

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 Port Arthur Economic Development Corporation to provide Spur 93 Business Park Landscape and Irrigation Maintenance for the EDC of Port Arthur, TX. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed RFP Letter of Interest Form
- ❖ Bid Sheet
- ❖ Completed Affidavit
- ❖ Non-Collusion Affidavit
- ❖ Completed Conflict of Interest Form
- ❖ HB 89
- ❖ SB 252

Firm understands that the EDC 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 EDC and will not be returned.

Firm agrees that the EDC 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.

---

**Firm Name** **Date**

---

**Address** **City/State/Zip**

---

**Authorized Signature** **Title**

---

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

---

**Email**

CITY OF PORT ARTHUR, TEXAS  
**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: \_\_\_\_\_

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

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

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

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

SUBSCRIBED and sworn to before me by the above named \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

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



**APPENDIX D**

**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**

\_\_\_\_\_  
**Address** **City/State/Zip**

\_\_\_\_\_  
**Authorized Signature** **Title**

\_\_\_\_\_  
**Name (please print)** **Telephone**

\_\_\_\_\_  
**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 PROPOSAL**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>		

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. 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:

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(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 Port Arthur Economic Development Corporation.

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

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

\_\_\_\_\_  
Date

