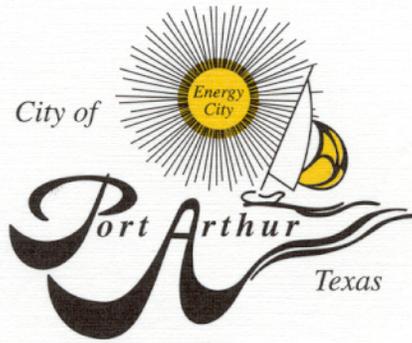


DERRICK FREEMAN” PRINCE, MAYOR
RAYMOND SCOTT, JR, MAYOR PRO TEM

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

August 16, 2016

**REQUEST FOR PROPOSAL
AIR CONDITIONING & HEATING MAINTENANCE & REPAIR CONTRACT
FOR THE CITY OF PORTARTHUR BUILDINGS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, September 14, 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, September 14, 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: P16-058

DELIVERY ADDRESS: Please submit **one (1) original and five (5) 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
AIR CONDITIONING & HEATING MAINTENANCE & REPAIR CONTRACT
FOR THE CITY OF PORTARTHUR BUILDINGS**

(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:

AUTOMATIC DISQUALIFICATIONS OF BID

BIDDER WILL BE DISQUALIFIED IF ANY OF THE FOLLOWING ACTIONS ARE DONE.

1. BIDDER DOES NOT WRITE IN PEN.
2. BIDDER MAKES A CHANGE ON THE PROPOSAL AND DOES NOT INITIAL BY THE CHANGE
3. THE BIDDER DOES NOT RETURN THE FOLLOWING FORMS FILLED OUT COMPLETELY.
 - A. BID SHEET – **APPENDIX A**. MAKE SURE TO FILL IN PRICES
 - B. LETTER OF INTEREST - **APPENDIX B**.
 - C. AFFIDAVIT – **APPENDIX C** (MUST BE NOTARIZED)
 - D. CONFLICT OF INTEREST **APPENDIX D** (IF THERE IS NO CONFLICT BIDDER MUST WRITE N/A ON LINE 1 AND SIGN AND DATE ON LINE 4).
 - E. NON-COLLUSION AFFIDAVIT – **APPENDIX E** (MUST BE NOTARIZED)

City of Port Arthur

Request for Proposals

Air Conditioning & Heating Maintenance & Repair for the City of Port Arthur

OBJECTIVE

The City is seeking a response to the Request for Proposals (RFP) for an HVAC Repair Contractor for the various City Buildings. Air Conditioning & Heating Repair services shall be provided on an “as needed” basis without a minimum quantity of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services. Contractor is responsible for viewing the HVAC units at the various locations to gather any information they need.

PROPOSED PROJECT

A. Preventative Maintenance

1. Quarterly preventive maintenance (including belts and lubrication).
2. Annual cleaning of air handlers.
3. Monthly replacement of filters.
 - a) City Hall filter sizes:
 - 1) 16x25x2 Glasfloss Z-line pleat filters
 - 2) 20x25x2 Glasfloss Z-line pleat filters
 - 3) Other City buildings filter sizes as appropriate.
4. Installation of pressure gauges to monitor the differential air pressure across the filter to determine the extent of filter clogging/obstruction and need for replacement.
5. Calibration of thermostats/control systems.

B. Repairs & Maintenance Service

1. Minor & Major repairs of current Air Conditioning & Heating Equipment.
2. Labor charges to be billed at an hourly rate as bid.
3. Minimum charge for a service is the bid rate for one hour of labor.
4. Materials to be charged at material cost plus an amount markup as bid. Proof of materials cost must be provided with invoicing.
5. Response time to premises must be within two (2) hours of receipt of call during normal working hours. After hours and on weekends, response time will be dependent on urgency of need and City agreement to pay overtime rates.

C. Services not Required

1. Replacement of entire air conditioning units does not fall under the terms of this contract.

D. Contract Terms

1. All air conditioning and heating issues will be evaluated/resolved by City Electrical Division personnel prior to the contractor being notified.
2. The contract will be for 12 months and the city will have the option to renew the contract two (2) subsequent one year periods.

E. Locations

Item #	Building	Under Warranty	Address
1	City Hall & Annex	No	444 4 th St, Port Arthur
2	Amos Evans Recreation Center	Some of the equipment is new and under warranty	1308 9 th Ave, Port Arthur, TX
3	Health	New equipment under warranty	449 Austin Ave, Port Arthur, TX
4	Operation Center	No	201 H. O. Mills Road, Port Arthur, TX
5	Equipment Services	No	103 H. O. Mills Road, Port Arthur, TX
6	Library	New Equipment under warranty	4615 9 th Avenue, Port Arthur
7	Central Fire Station, Police, & Municipal Court	No	645 4 th Street, Port Arthur, TX
8	Civic Center	Some New Equipment under warranty	3401 Cultural Center Drive, Port Arthur
9	Water Service Center & Water Warehouse	No	111 H. O. Mills Road, Port Arthur, TX
10	Wastewater Plant	No	6300 Procter Street Extension, Port Arthur
11	Water Purification	Some New Equipment under warranty	1101 H. O. Mills Road, Port Arthur, TX
12	Department Club	New Equipment under warranty	1924 Lakeshore Drive, Port Arthur, TX
13	Robert E. Gabby Eldridge Sabine Pass Community Center	New Equipment under warranty	5262 South Gulfway, Sabine Pass, TX
14	Rymann Building	No	3248 39 th Street, Port Arthur, TX
15	El Vista Community Center	No	615 Ellias Street, Port Arthur, TX
16	Barker Bldg	No	649 Stadium Road, Port Arthur, TX
17	Old Fire Station #6	No	3300 Memorial Blvd, Port Arthur, TX
18	West Side Development Center	New Equipment under warranty	601 Reverend Doctor Ransom Howard St., Port Arthur, TX
19	Rose Hill Manor	No	100 Woodworth Blvd, Port Arthur, TX
20	J. B. Matthews Building	No	748 Reverend Doctor Ransom Howard St., Port Arthur, TX
21	Fire Station #1	No	1215 Woodworth Blvd., Port Arthur, TX
22	Fire Station #2	No	1201 Grannis, Port Arthur, TX
23	Fire Station #3	No	2232 Canal, Port Arthur, TX
24	Fire Station #4	New Equipment under warranty	5030 S. Gulfway Dr, Sabine Pass, TX
25	Fire Station #5	No	6099 L. Foster Dr, Port Arthur, TX
26	Fire Station #6	No	4448 9 th Ave, Port Arthur, TX
27	Fire Station #8	No	7800 9 th Ave, Port Arthur, TX
28	Transit Terminal	No	3000 Procter St., Port Arthur, TX
29	Transit Service Center	New Equipment under warranty	320 Dallas, Port Arthur, TX
30	Animal Control Shelter	No	201 4 th St., Port Arthur, TX
31	Electrical Building	No	320 Austin, Port Arthur, TX

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.

PRICE

1. Labor charges to be billed at an hourly rate as bid.
2. Minimum charge for a service is the bid rate for one hour of labor.
3. Materials to be charged at cost plus a percentage markup as bid. Proof of materials cost must be provided with invoicing.

EXPERIENCE

The offeror shall provide the following information.

- 1) Experience with similar buildings and HVAC units.
- 2) The number of years in business.
- 3) Recent examples of HVAC repair projects

Consultant(s) assigned by the offeror shall provide HVAC Maintenance. This experience shall be documented in a resume for each staff member of the organization that will be selected to provide HVAC Maintenance.

The offeror shall briefly describe the firm's experience and qualifications to deliver the requested services. The offerors' description shall also describe the proposed staffing level required to perform the services and a list of all key members of the offeror's team (except administrative support staff) and any consultant who will be committed to the project. Indicate the level of effort and function of each member of the project, and the length of each staff member's direct experiences. Prepare organization structure to show how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:

- 1) Name
- 2) An explanation of the function they will perform and their title by classification.
- 3) Their relevant educational background.
- 4) Their relevant work experience.
- 5) Their work experience with local, state and federal government clients.
- 6) Any specialized skills, training, and/or credentials that is relevant to the required services; (e.g., degrees, certificates, etc).

REFERENCES

Include Five (5) business references for which similar services have been provided. Include the following:

1. The time period work was performed
2. A brief description of the scope of work; and
3. Contact name, title, address, and telephone number.

The offeror(s) hereby authorize(s) and request(s) any person, firm, corporation and/or government entity to furnish any information requested by the City in verification of the references provided and for determining the quality and timeliness of providing the services.

QUALITY OF RESPONSE

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

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 applicants own expense. The City shall not incur any costs for applicant preparation and/or submittal of qualifications.

The City will evaluate all responses based on the qualifications, past performance and project approach. The City reserves the right to negotiate the final fee prior to recommending any Firm 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. Price 45 pts
 - b. Experience 35 pts
 - c. References20 pts
2. City staff shall recommend the most qualified HVAC firm to the City Council and request authority to enter into a contract.
3. When services and fees are agreed upon, the selected firm 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 firm. The process shall continue until an agreement is reached with a qualified firm.
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.

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.: **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, paving 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.

APPENDICES

Please include Appendix A~ D when submitting proposal documents.

APPENDIX A

BID FOR: AIR CONDITIONING & HEATING MAINTENANCE FOR THE CITY OF PORT ARTHUR

BID OPENING DATE: SEPTEMBER 14, 2016

PREVENTATIVE MAINTENANCE

ITEM # DESCRIPTION YEARLY COST

1	City Hall & Annex	\$
2	Amos Evans Recreation Center	\$
3	Health	\$
4	Operation Center	\$
5	Equipment Services	\$
6	Library	\$
7	Central Fire Station, Police, & Municipal Court	\$
8	Civic Center	\$
9	Water Service Center & Water Warehouse	\$
10	Wastewater Plant	\$
11	Water Purification	\$
12	Department Club	\$
13	Eldridge Sabine Pass Community Center	\$
14	Rymann Building	\$
15	El Vista Community Center	\$
16	Barker Bldg	\$
17	Old Fire Station #6	\$
18	West Side Development Center	\$
19	Rose Hill Manor	\$
20	J. B. Matthews Building	\$
21	Fire Station #1	\$
22	Fire Station #2	\$

Signature

Date

APPENDIX A. PRICING

Continued

ITEM #	DESCRIPTION	YEARLY COST
23	Fire Station #3	\$
24	Fire Station #4	\$
25	Fire Station #5	\$
26	Fire Station #6	\$
27	Fire Station #7	\$
28	TOTAL	\$

REPAIR & MAINTENANCE SERVICE

ITEM #	DESCRIPTION	COST
1.	Labor	\$ _____/Hour
2.	Materials	\$ _____ Markup over Cost

COMPANY NAME

STREET ADDRESS

SIGNATURE OF BIDDER

P.O. BOX

(PRINT OR TYPE NAME)

CITY STATE ZIP

TITLE

AREA CODE TELEPHONE NO.

EMAIL

LETTER OF INTEREST

RFP – Air Conditioning & Heating Maintenance Contract for the City of Port Arthur Buildings

Deadline: September 14, 2016

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposal (as amended by any Addenda), issued by the City of Port Arthur, TX (City) to supply Air Conditioning & Heating Maintenance Services. 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.

Firm Name **Date**

Authorized Signature **Title**

Name (please print) **Telephone**

Address

Email

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**

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 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

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 the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____