Request for Proposals

For

The Purchase and Development of the Property at 555 Main, Beaumont, Texas 77701

City of Beaumont
RFP No. TF0922-43
REQUEST FOR PROPOSALS FOR: The Purchase and Development of 555 Main Street, Beaumont, Texas 77701

RFP NUMBER: TF0922-43

RFP DUE: THURSDAY, FEBRUARY 2, 2023 AT 2:00 P.M. (CST)

PRE-RFP MEETING: An OPTIONAL Pre-Bid Meeting will be held on WEDNESDAY, OCTOBER 19, 2022, at 10:30 A.M. (CST) in the First Floor Conference Room at CITY HALL, 801 Main Street, Beaumont, Texas 77701. A site walk-through at 555 Main Street will be held before the meeting at 9:00 A.M. (CST). A VIRTUAL walk-through is available at: https://youtu.be/pwOCuLg3dgo

PRE-RFP QUESTIONS: The deadline for submittal of questions pertaining to this RFP is THURSDAY, JANUARY 12, 2023 at 10:00 A.M. (CST). An Addendum providing answers to the questions will be posted on THURSDAY, JANUARY 19, 2022 by 5:00 P.M. (CST).

SUBMIT RFP TO: This is a FORMAL RFP and must be submitted to:

City Clerk’s Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701

You may submit your RFP by MAIL or in PERSON. Proposals will NOT be accepted via fax or e-mail.
REQUEST FOR PROPOSALS

Sealed Proposals will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125 until **2:00 P.M. (CST)**, **THURSDAY, FEBRUARY 2, 2023** and all Proposals will be opened and publicly read in the City Council Chambers on that date for:

Request for Proposals (RFP) for the Purchase and Development of 555 Main Street, Beaumont, Texas 77701
RFP No. TF0922-43

There will be an OPTIONAL Pre-RFP Meeting held on **WEDNESDAY, OCTOBER 19, 2022** at **10:30 A.M. (CST)** in the First Floor Conference Room, City Hall, 801 Main Street, Beaumont, Texas 77701. A Site Walk-through at 555 Main Street, Beaumont, Texas 77701 will be held before the meeting at **9:00 A.M. (CST)**. A VIRTUAL walk-through is available by going to: [https://youtu.be/pwOCuLg3dgo](https://youtu.be/pwOCuLg3dgo).

The deadline for submittal of questions pertaining to this RFP is Thursday, January 12, 2023 at **10:00 A.M. (CST)**. An Addendum providing answers to the questions will be posted no later than Thursday, January 19, 2023 by **5:00 P.M. (CST)**.

Proposals shall be submitted to the City Clerk’s Office, 801 Main Street, Room 125, prior to the above stated date and time.

RFP forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main Street, Room 315, Beaumont, Texas 77701. Vendors requesting RFP packets should call the Purchasing Division at (409) 880-3720 or you may download the specifications from our website at: [https://beaumonttexas.gov/departments/purchasing/bid-information/](https://beaumonttexas.gov/departments/purchasing/bid-information/)

The City reserves the right to reject any or all Proposals, or to accept any Proposal or combination of Proposals deemed advantageous to the City.

Please make reference to RFP Number: TF0922-43
RFP Closing Date: **Thursday, February 2, 2023**

Tina Broussard
City Clerk

First Legal Notice Publication: **Thursday, September 15, 2022**
Second Legal Notice Publication: **Thursday, September 22, 2022**
1. **INTENT**

The City of Beaumont (City), through this Request for Proposal (RFP), is soliciting Proposals for the purchase and development of 555 Main Street in downtown Beaumont, Texas 77701. The City is seeking a proven developer to acquire the building to utilize it for uses such as a hotel, residential, and/or restaurant and retail. The project must begin construction within twelve (12) months of close of the sale and be complete to the point of issuance of a Certificate of Occupancy (CO) within thirty-six (36) months of the sale. The successful project would be in furtherance of the City’s Downtown Redevelopment efforts.

2. **RFP DUE DATE**

Proposals are due no later than **2:00 P.M. (CST), Thursday, February 2, 2023** to:

<table>
<thead>
<tr>
<th>Physical Address:</th>
<th>- OR -</th>
<th>Mailing Address:</th>
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<tbody>
<tr>
<td>City of Beaumont</td>
<td>City of Beaumont</td>
<td></td>
</tr>
<tr>
<td>City Clerk’s Office</td>
<td>City Clerk’s Office</td>
<td></td>
</tr>
<tr>
<td>801 Main St., Suite 125</td>
<td>P.O. Box 3827</td>
<td></td>
</tr>
<tr>
<td>Beaumont, TX  77701</td>
<td>Beaumont, TX  77704</td>
<td></td>
</tr>
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Phone No.: 409-880-3745

3. **PRE-RFP MEETING**

There will be an OPTIONAL Pre-RFP Meeting on **WEDNESDAY, October 19, 2022, at 10:30 A.M. (CST)** in the First Floor Conference Room, City Hall, 801 Main Street, Beaumont, Texas. A Site Walk-through will be held at 555 Main Street, Beaumont, Texas at 9:00 A.M. (CST).
4. **PRE-RFP DUE DATE - QUESTIONS DEADLINE:**

4.1 Questions will be accepted by e-mail at: terry.welch@beaumonttexas.gov until 10:00 A.M. (CST) on Thursday, January 12, 2023.

4.2 Answers will be posted online through an Addendum no later than 5:00 P.M. (CST) on Thursday, January 19, 2023.

5. **TIMELINE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 15, 2022</td>
<td>Advertise legal notice in the local newspaper, the <em>Examiner</em>, and on the City website: <a href="http://www.beaumonttexas.gov">www.beaumonttexas.gov</a></td>
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<tr>
<td>September 22, 2022</td>
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<tr>
<td>October 19, 2022</td>
<td>Pre-RFP Conference and Site Walk-through:</td>
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<td></td>
<td>- Site Visit 9:00 A.M. (CST)</td>
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<tr>
<td></td>
<td>- Pre-RFP Meeting 10:30 A.M. (CST)</td>
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<tr>
<td>January 12, 2023</td>
<td>Questions Due By 10:00 A.M. (CST)</td>
</tr>
<tr>
<td>January 19, 2023</td>
<td>Addendum(s) posted online to answer questions</td>
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<tr>
<td>February 2, 2023</td>
<td>Open RFPs publicly in Council Chambers of City Hall at 2:00 P.M. (CST)</td>
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<tr>
<td>February 6, 2023</td>
<td>Panel of City Staff evaluates all Proposals received</td>
</tr>
<tr>
<td>February 13 - 17, 2023</td>
<td>Interviews, if necessary</td>
</tr>
<tr>
<td>March 7, 2023</td>
<td>Provide information to Council for review</td>
</tr>
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</table>
6. **REQUIRED DOCUMENTS FOR PROPOSALS**

6.1 RFP information provided for Evaluation Criteria, pages 13 - 14.

6.2 RFP Sheet, pages 21 - 30, including:

   6.2.1 RFP Sheet/Proposer Information - requiring signature,
   6.2.2 RFP Offer Sheets,
   6.2.3 House Bill 1295 (HB1295),
   6.2.4 House Bill 89 (HB89),
   6.2.5 RFP Sheet Continued,
   6.2.6 Conflict of Interest form,
   6.2.7 Statement of City Charter Provision of Conflict of Interest.

6.3 All documents listed above MUST be submitted for RFP to be considered.

6.4 RFP sheets CANNOT be altered. If Proposer needs to include additional information, it is to be provided on a separate sheet, with the number of the RFP included, as well as the Proposer's company name.

6.5 All portions of this RFP requiring data or information must be filled in completely. Failure to do so may result in RFP rejection due to non-response.

6.6 **RFPs are to be submitted as specified. Oral, telegraphic, e-mail or telephone RFPs or modifications will not be considered.**

6.7 **Failure to comply with information requested on any of these items will result in disqualification of the RFP.**

6.8 **Provide a valid signature at the appropriate locations within these RFP documents.** Signatures, where required, must be original; facsimile stamp or computer-generated signatures will not be accepted.

6.9 Proposers must submit their Proposals in the following manner:

   a) one (1) hard Original *,
   b) four (4) hard Copies, and
   c) a pdf file submitted on TWO (2) INDIVIDUAL THUMB DRIVES.

   * In the Original, the Proposer must provide an official wet signature binding the vendor to the terms of the RFP.
7. **CHANGES TO THE RFP**

The City reserves the right to amend, at any time, any part of this RFP upon written notification to vendors; and to change any of the scheduled dates, including the Proposal due date. All changes will become part of this RFP and will be incorporated into the contract entered between the City and the vendor.

8. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at: [https://beaumonttexas.gov/departments/purchasing/bid-information/](https://beaumonttexas.gov/departments/purchasing/bid-information/) and will be faxed to the vendors on the RFP announcement list.

9. All mathematical calculations will be verified. In the event of an error by Proposer, City calculation shall be considered correct. In the event of discrepancies, the unit price stated by vendor shall be considered the RFP price.

10. The City reserves the right to accept or reject any proposal or combination of Proposals deemed advantageous to the City. The City reserves the right to waive any and all formalities contained within this RFP.

11. **STATEMENT OF BILLS PAID**

Proposer may not be more than sixty (60) days past due on any debt to the City, including but not limited to: water bills, licenses, permits or fees, or more than ninety (90) days past due on property taxes.

12. **EQUAL OPPORTUNITY EMPLOYER**

The successful Proposer shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
13. **H.B. 1295 COMPLIANCE –**
   **Texas Ethics Commission Certificate Number**

   The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million.

   Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity.

   The City of Beaumont, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

   **H.B. 1295 SIGNATURE FORM - See page 25 for form requiring signature.**

14. **H.B. 89 COMPLIANCE –**
   **Verification –**

   The Awarded Vendor for the contract shall comply with the requirements of Senate Bill 252 Ch. 2252 Certification: Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 of the Texas Government Code as adopted in 2017 as House Bill 89 (HB89).

   The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits an executed HB89 Compliance form to the governmental entity.

   Compliance with the law requires that the awarded Vendor complete the form and submit with bid or proposal. The form must be signed, notarized and submitted to the contracting government entity.

   **H.B. 89 SIGNATURE FORM - See page 26 for form requiring signature.**

   - 7 -
15. **Financial Qualifications**

Please provide a copy of Federal Income Tax returns, and copies of compiled, reviewed or an audited financial statement from each of the past three (3) years. In addition, please provide a listing and description of any bankruptcies and/or litigation that the Proposer has been involved in during the past three (3) years, with a statement regarding the current status of such actions. Financial history and a statement regarding any debarments, suspensions, bankruptcy and/or loan defaults.

16. **AWARD**

An award of contract will be made to the most qualified proposal, which in the judgment of the City, best meets the current needs and long term goals of the City.

17. The Criteria Evaluation Sheet will be available on the Purchasing web page at [http://beaumonttexas.gov/departments/purchasing/bid-information/](http://beaumonttexas.gov/departments/purchasing/bid-information/) following award of contract by City Council. The Criteria Evaluation Sheet will not be provided via any other means. Furnishing of tabulations or evaluations prior to Council action or by means other than City website are not authorized.

18. **INSURANCE**

Insurance must be obtained on property before sales agreement is finalized.

19. **CONTACT INFORMATION**

If any information is needed concerning specifications, please contact:

Terry Welch, Purchasing Manager  
Purchasing Division / Finance Department  
City of Beaumont

**Physical Address:**
801 Main St., Suite 315, Beaumont, TX  77701

**Mailing Address:**
P.O. Box 3827, Beaumont, TX  77704-3827

Phone # (409) 880-3107  ✪ Fax # (409) 880-3747

E-mail: [terry.welch@beaumonttexas.gov](mailto:terry.welch@beaumonttexas.gov)
1. **PURPOSE**

The City of Beaumont seeks Proposals from qualified developers (individuals or firms) interested in presenting viable purchase and development concepts for a City-Owned riverfront property located at 555 Main Street in downtown Beaumont, Texas. This current development is surrounded by museums, Historic Crockett Street, Beaumont Civic Center, Edison Plaza, and the Neches River. The City, through this RFP, is soliciting Proposals for the purchase and development of 555 Main Street in downtown Beaumont, Texas. The City is seeking a proven developer to acquire the building to utilize it for uses such as a hotel, residential, and/or restaurant and retail. The project must begin construction within twelve (12) months of close of the sale and be complete to the point of issuance of a Certificate of Occupancy (CO) within thirty-six (36) months of the sale. The successful project would be in furtherance of the City’s Downtown Redevelopment efforts.

2. **BACKGROUND**

Downtown Beaumont, Texas is prime for continual growth with recent investments in infrastructure, parks, private and public buildings. Recent amenities such as the Event Centre and Lake District, the Skate Plaza and Rotary Playground, continue to bring more and more people to Downtown Beaumont to live and play. The latest development is the Lake District which has added new amenities including a new Senior Activity Center (Lakeside Center).

In July, 2014, the City Council of Beaumont enacted the Downtown Reinvestment Zone. This zone encourages further private redevelopment efforts by offering such incentives as tax abatements, and fee waivers for qualified projects. In addition, the City is seeking to partner in a variety of creative ways to continue the redevelopment.

The City is investing over 25 million dollars into the riverfront development and our downtown area. This, coupled with the recent removal of the rail yard at the Neches River, allows for an accessible path from downtown to the riverfront. This development is resulting
in the unique opportunity to finally realize a city-wide desire for the development of the region’s most developable property: Downtown Beaumont’s Riverfront.

Specifically, the “Site” is:

555 Main Street (at the Neches River)

A 2.701 acre riverfront lot that is adjacent to:

1) the Beaumont Civic Center
2) Riverfront Park
3) the Art Museum of Southeast Texas
4) the Julie Rogers Theatre
5) Historic Crockett Street
6) Edison Plaza Building

3. GUIDING PRINCIPLES

3.1 The City is interested in receiving Proposals from developers having the financial resources and vision to create unique additions to the heart of downtown Beaumont.

3.2 The City is interested in the selling of the City-owned building that will generate more foot traffic, economic development, and connection to the river.

3.3 Proposals should describe in specific terms the anticipated schedule for the project and specifically when the following milestones could be obtained:

3.3.1 approval of a final Site plan, review approval and all other required City approvals;

3.3.2 commencement of construction; and

3.3.3 completion of project with Certificate of Occupancy issued.
Developers may seek additional agreements with neighboring property owners in an effort to assemble more land. Any such agreements must be stated in the proposal and verified with a letter of consent from the property owner(s).

The City seeks a Proposer willing to accept the Site as-is, and who will address any necessary environmental issues and clean-up as part of the development. However, the City may be willing to partner with the developer for parking solutions.

The Sites are located within the Central Business Zoning District, Proposals submitted should reflect the developer’s familiarity with the provisions of the applicable zoning district.

The Site consists of a 2.701 riverfront parcel. As such, consideration of the design of the facility should factor in surrounding properties:

a) the Beaumont Civic Center,
b) the Julie Rogers Theatre,
c) the Event Centre,
e) the Art Museum of Southeast Texas,
f) the Edison Plaza.

For additional information see the following:

1) Appendix A - Downtown Vicinity Map
2) Appendix B - Downtown Empowerment Zone Map
3) Appendix C - Empowerment Zone Incentives
4) Appendix D - Survey and Legal Description of Property Survey of 555 Main Street

Architecturally, care should be taken that the development and design is compatible with the surrounding area and plans and goals of the City, as described herein.
4. PROCESS/PROCEDURE

Interested Proposers will be asked to follow a specific process in preparing and submitting Proposals for consideration.

a. Information Gathering -
   In addition to reviewing applicable provisions of the City’s Zoning Ordinance, applicants should familiarize themselves with the layout and of the Site as well as the other developments in the surrounding area.

b. Evaluation of Proposals by City -
   The City may select one (1) or more developers whose professional and financial qualifications are deemed meritorious. The City will then explore entering into an agreement to sell the property. Upon request, Proposer selected at this stage may be asked to provide additional information requested by City staff to assure the Proposer’s ability to fully comply with the proposed development, the business integrity and reliability necessary to assure good faith performance. In the event the City identifies a Proposal that it deems to be in the best interest of the City, City staff will enter into negotiations with the selected Proposer. All contract negotiations between a developer and City staff shall be subject to the final approval of City Council. The City reserves the right to reject any or all Proposals or to accept any Proposal or combination of Proposals deemed advantageous to the City.
5. **CRITERIA FOR EVALUATION**

5.1 **Selection Committee -**
A selection committee, made up of City staff, will make final recommendations for selection. The City reserves the right to reject any and all Proposals. Proposals will be evaluated using the criteria identified below.

5.2 **Minimum Responsiveness -**
Proposals are minimally responsive when they include all the submittals listed in this solicitation, completed and with a sufficient detail in each to evaluate the proposal in accordance with solicitation’s instructions and any further instructions within each submittal including minimum requirements of the proposal itself. Proposals that are not minimally responsive may be rejected.

5.3 **Clarifications -**
Any time after the opening of Proposals, the City may contact Proposers to ask questions about their Proposal’s content in order to better understand these contents as written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal’s contents. Clarifications are not to be confused with discussions as described herein.

5.4 **Evaluation -**
Proposals that are minimally responsive will be evaluated based on evaluation factors listed in the submittal section of the solicitation. Evaluation factors correspond to them.
## EVALUATION CRITERIA

Request for Proposals (RFP) for the Purchase and Development of 555 Main Street, Beaumont, Texas 77701
RFP No. TF0922-43

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>The financial ability of the developer to purchase and develop the property. Financial statements from item 13, page 8, will be required for this section to determine the capacity to complete the proposed project. The qualifications and experience of the developer will also be factored in this section. References and thorough information as to other projects of similar scope and size successfully implemented by the Developer will be required.</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>The time required to begin and complete construction.</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Site plan, renderings of the proposed project, matching the City’s goal of the project, furthering redevelopment of the downtown area. All information included in item 6, Proposal Format, pages 15 - 19, will apply.</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Whether the Proposal can successfully maximize the use of the property, increase taxable value, and value offered to acquire the property.</td>
<td>25</td>
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| TOTAL POINTS | 100 |
6. **PROPOSAL FORMAT**

6.1 **Executive Summary** -
The Proposer vision for the site, provide an overview of the plans, and should identify the main benefits of the proposed project. Provide specific details of the project regarding the square footage and whether it is residential or commercial.

6.2 **Approach** -
Describe the proposed team or partners (including developer, engineers, architects, contractor, etc.) involved in the project, including their direct experience with projects of similar type and scope.

6.3 **Project Deliverables** -
Include descriptions and plans of the proposed layout, amenities, and façade plans for the project.

6.4 **Level of Investment** -
Developers should include a project construction budget based on proposed project. Please include the total amount of capital invested into the projects. If the proposed use is residential or hotel, please include the total number of units/rooms proposed as well as the amount invested per unit/room.

6.5 **Financial Viability** -
Please provide a copy of Federal Income Tax returns, and copies of compiled, reviewed or an audited financial statement from each of the past three (3) years. In addition, please provide a listing and description of any bankruptcies and/or litigation that the Proposer has been involved in during the past three (3) years, with a statement regarding the current status of such actions. Financial history and a statement regarding any debarments, suspensions, bankruptcy and/or loan defaults.

6.6 **Completed Development Projects** -
Include detailed descriptions/photos/plans of other successful redevelopment projects completed.
6.7 Development Organization Overview -
Provide the following information about your company:

- Official Registered Name
- Address
- Main Contact number and email address
- Brief History of Company

6.8 Timeline -
Specific timeline to begin and complete construction to the point of Certificate of Occupancy.

6.9 The City is not liable for any costs or expenses incurred by the vendors in the preparation of their Proposals or for their attendance at any meetings related to this proposal.

6.10 All materials submitted with the Proposal become the property of the City.

6.11 Proposers must submit their Proposals in the following manner:

   a) one (1) hard Original *,
   
   b) four (4) hard Copies, and
   
   c) a pdf file submitted on TWO (2) INDIVIDUAL THUMB DRIVES.

* In the Original, the Proposer must provide an official wet signature binding the vendor to the terms of the RFP. ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.

6.12 All Proposals are to be submitted in a sealed package referencing the RFP number on the outside of the package.
6.13 By submitting a Proposal, the vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the City objectives.

7. **BEST AND FINAL OFFERS**

In the event the City identifies a Proposal that it deems to be in the best interest of the City, City staff will enter into negotiations with the selected developer, developing a written sales agreement for the Site. Any contract negotiated between a developer and City staff shall be subject to the final approval of City Council. The City reserves the right to reject any or all Proposals or to accept any Proposal or combination of Proposals deemed advantageous to the City.

8. **CONTRACT**

The successful Proposer shall receive a contract which is subject to revision by the City’s legal department.

8.1 The specifications on this RFP shall be considered binding, and no other part of the vendor’s contract may supersede or otherwise revoke the RFP specifications.

8.2 The contract shall provide a termination clause in which the City reserves the right to terminate the contract at any time for cause, upon thirty (30) days prior written notice.

8.3 The contract will be effective on the date it is signed by both parties (the City and vendor).

8.4 Following execution of an Agreement, certain insurance policies may be required during construction, and different insurance policies for operation of the facility.
9. **Project Management Plan**

9.1 **Team Members** -
The Proposer must provide resumes for members of the project team that demonstrates the assigned personnel are experienced in executing similar projects. This should include resumes of assigned staff including project roles and responsibilities and tenure at firm and in relevant industry. No members of the team should have any pending litigation with the City of Beaumont.

9.2 **Approach to Project Management** -
In addition, the Proposer should describe the plan for the expected efforts to manage the project from beginning to end, including:

9.2.1 A description of the expected due diligence and negotiation process with the City and other stakeholders;

9.2.2 A description of the expected process of securing funding agreements with lenders and investors; and

9.2.3 An expected and reasonable schedule of milestones for the negotiation, entitlement, and development process, including dates for commencement of construction as well as a completion date for construction completion.

10. **Proposers Commitment**

Proposer understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will accept a proposal or award a contract for this Project.
11. **DEED**

The City will provide a Special Warranty Deed at closing for the property being sold. It is at the election and cost of the winning Proposer to purchase title insurance.

12. **Proposer’s Eligibility**

Individual’s, firms or formal joint ventures, may respond to this RFP. Two (2) firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Proposer from utilizing consultants and/or sub-consultants.)

13. **CONTACT INFORMATION**

Additional information may be obtained from the following:

Terry Welch, Purchasing Manager  
Purchasing Division / Finance Department  
City of Beaumont

**Physical Address:**  
801 Main St., Suite 315, Beaumont, TX  77701

**Mailing Address:**  
P.O. Box 3827, Beaumont, TX  77704-3827

Phone # (409) 880-3107  ✦ Fax # (409) 880-3747

E-mail:  [terry.welch@beaumonttexas.gov](mailto:terry.welch@beaumonttexas.gov)
RFP OPENING DATE: Thursday, February 2, 2023
RFP OPENING TIME: 2:00 P.M. (CST)
CITY RFP NUMBER: TF0922-43
FOR FURNISHING: Request for Proposals (RFP) for the Purchase and Development of 555 Main Street, Beaumont, Texas 77701 (AS PER SPECIFICATIONS)

SUBMIT RFP TO: This is a FORMAL RFP and must be submitted to:
City Clerk’s Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701
You may submit your RFP by MAIL or in PERSON. Proposals will NOT be accepted via fax or e-mail.

OUTLINE OF REQUIRED RFP DOCUMENTS:
For Proposal to be considered valid, Proposers MUST complete and submit the following:
1. RFP information provided for Evaluation Criteria, pages 13 - 14.
2. RFP Sheet, pages 21 through 30. See page 5, item 6 for more detail.
3. Provide a valid signature at the appropriate locations within these RFP documents.
# PROPOSER’S INFORMATION SHEET

**Request for Proposals (RFP) for the**  
Purchase and Development of  
555 Main Street, Beaumont, Texas 77701  
RFP No. TF0922-43

## PROPOSER INFORMATION:

<table>
<thead>
<tr>
<th>Description</th>
<th>Information</th>
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<tbody>
<tr>
<td>Proposer’s Company Name</td>
<td></td>
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<tr>
<td>Proposer’s Name in Printed Form</td>
<td></td>
</tr>
<tr>
<td>Proposer’s Signature *</td>
<td>(Signature required for RFP to be accepted.)</td>
</tr>
<tr>
<td>Proposer’s Title</td>
<td></td>
</tr>
<tr>
<td>Company Physical Address</td>
<td></td>
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<tr>
<td>Company Mailing Address</td>
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<td>Company Telephone Number</td>
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<tr>
<td>Alternate Phone Number</td>
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<tr>
<td>Company Fax Number</td>
<td></td>
</tr>
<tr>
<td>E-mail Address</td>
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</tbody>
</table>

* Failure to manually sign this form may disqualify RFP.
PROPOSER’S INFORMATION SHEET
RFP No. TF0922-43

NAME OF PROPOSER’S COMPANY:

1. Kind of Company (check one): □ Corporation □ Partnership □ Sole Proprietor

If corporation, please list names and addresses of three (3) top corporation officers.
If partnership, please list names and addresses of partners.

Include Federal Tax I.D. Number. ____________________________

Name ______________________________________________________
Address _____________________________________________________

Name ______________________________________________________
Address _____________________________________________________

Name ______________________________________________________
Address _____________________________________________________

2. Number of years in operation: ________________________________

3. Gross Revenues of past two (2) years: $ _______________________

4. Largest dollar amount of contract currently in effect with a business: $ ________________
5. Current number of employees: ________________________________

6. Number of employees to be assigned to this project: ________________________________

8. Has your organization ever failed to complete any projects? If so explain.
   Yes ______ No ______
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

9. Provide information concerning any judgments, claims arbitration proceedings or suits filed as a result of projects performed.
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

10. Has your organization (including owners, partners, and or officers) ever been put on probation or disbarred from doing business with ANY governmental agency? If so, please list organization, time, and length of disbarment or probation. (Failure to provide this information may result in the City not awarding the contract to your company).
    Yes ______ No ______
    If marked Yes, please list required information below:
    ____________________________________________
    ____________________________________________
    ____________________________________________
    ____________________________________________
    ____________________________________________
Proposal Submittal

Request for Proposals (RFP) for the
Purchase and Development of
555 Main Street, Beaumont, Texas 77701
RFP No. TF0922-43

1. Provide Proposal as detailed in item 6, pages 15 – 19.

2. Remember to include all required documents in Proposal. (See page 20.)
Texas Ethics Commission Certificate Number

HB 1295 -- Section 2252.098 of the Government Code states “a contract that requires an action or vote by the governing body of the entity or agency, or the value of the contract is at least one million dollars ($1,000,000), must provide a Disclosure of Interested Parties Form on the Texas Ethics Commission website”.

Within five (5) working days after the award of contract by Beaumont City Council, the awarded vendor must complete the information requested on the Texas Ethics Commission website and provide the certificate number to the Purchasing Department. The Texas Ethics Commission website is:  www.ethics.state.tx.us

At the home page, click on Form 1295 Filing Application, and follow the instructions. Upon completion of the information on the website, provide the completed form and certificate number to the following Purchasing e-mail addresses:

terry.welch@beaumonttexas.gov

I understand the requirement as stated above and will comply within five (5) working days after the award of contract by Beaumont City Council.

__________________________________
Signature
__________________________________
Company Name

__________________________________
Printed Name
__________________________________
Date Signed

__________________________________
Title

Revised 4/29/16 /bd
House Bill 89 (HB89) Verification

I, __________________________________________, the undersigned representative of ________________________________, (Company or Business Name) (hereafter referred to as “Company”), being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Beaumont, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means 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; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

___________________________________________
DATE

___________________________________________
SIGNATURE OF COMPANY

REPRESENTATIVE ON THIS THE ________ day of __________________________, 20______, personally appeared __________________________________________, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

___________________________________________
NOTARY SEAL

___________________________________________
NOTARY SIGNATURE

Senate Bill 252 Ch. 2252 Certification

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 2252.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website to the Comptroller of the State of Texas which do business with Iran, Sudan or any foreign terrorist organization, I will immediately notify the City of Beaumont’s Purchasing Department.

___________________________________________
Date Signed

___________________________________________
Signature of Company Representative

___________________________________________
Name in Printed Form

[ THIS FORM MUST BE RETURNED WITH YOUR RFP. ]
DATE OF COMPLETION AFTER RECEIPT OF SIGNED SALES AGREEMENT: __________

WARRANTY: ______________________________________________________________

Receipt is hereby acknowledged of the following addenda to the Specifications:

  Addendum No. 1 dated_____________  Received_____________
  Addendum No. 2 dated_____________  Received_____________
  Addendum No. 3 dated_____________  Received_____________
  Addendum No. 4 dated_____________  Received_____________

DOES YOUR BID MEET SPECIFICATIONS?  YES     NO

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more)____ Non-Minority____ Hispanic____ Black____ Other____
Minority (please specify)____________________ Female Owned____ Handicapped Owned____
Small Business (less than $1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

I, __________________________, CERTIFY THAT I AM __________________________, (title)
OF THE CORPORATION NAMED AS BIDDER HEREIN; THAT __________________________WHO
SIGNED THIS BID ON BEHALF OF THE BIDDER, WAS THEN __________________________,(title) OF SAID CORPORATION; THAT SAID BID WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

SIGNATURE OF OFFICER

________________________________________

TYPE OR PRINT NAME

________________________________________

TITLE OF OFFICER

________________________________________

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor _____________________________

Address _____________________________

________________________________________

Bidder _____________________________ (Signature)

Bidder _____________________________ (Print Name)

Position With Company ___________________________ (Title)
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).

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.

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

1. **Name of vendor 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. **Name of local government officer about whom the information is being disclosed.**

   Name of Officer

4. **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.**

   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?

      Yes  No

   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?

      Yes  No

5. **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.**

6. **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7. **Signature of vendor doing business with the government entity**

   Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

Local Government Code § 176.003(a)(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:
   (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
      (i) a contract between the local governmental entity and vendor has been executed; or
      (ii) the local governmental entity is considering entering into a contract with the vendor;
   (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
      (i) a contract between the local governmental entity and vendor has been executed; or
      (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:
   (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
   (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
   (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
   (B) that the vendor has given one or more gifts described by Subsection (a); or
   (C) of a family relationship with a local government officer.
The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.

2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.

3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved null and void. (Beaumont City Charter, Article XVII, Section 9.)

I, _______________________________(name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City.

SIGNED this the _____ day of ____________, 20____.

_________________________________________________
Name

_________________________________________________
Title
comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.

I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.

J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.

K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.

L. Where the mistake was a result of bidder’s negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.

M. If a mistake is not discoverable and verifiable by the City, bidder’s incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

N. Sealed formal bids due in the City Clerk’s office will not be accepted through facsimile equipment.

2. TAXES:

A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD:

A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

C. Contractor is an independent contractor. Award of a contract does not create a joint venture between Contractor and the City.

4. BID DEPOSIT:

A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.

B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier’s check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.

C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. DELIVERIES:

A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.

B. Full fare must be allowed and no charge made for packages.

C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.
6. **REJECTIONS:**

A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department’s samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. **BILLING:**

A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS:**

A. The contractor agrees to indemnify and hold harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

9. **CONDITIONS PART OF BID:**

A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. **CONTRACT:**

A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:

i. Notice to Bidders,
ii. General Specifications,
iii. General conditions of bidding,
iv. The Bid Sheet(s),
v. Resolution awarding the bid.

B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS:**

A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. **DISCLOSURE FORMS:**

A. All forms must be signed and returned with your bid sheet.

15. **EXCEPTIONS:**

A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor’s bid. If it is determined by its formula that the local vendor’s bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.
17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

A. Name, mailing address, and business phone number the protesting party;

B. Appropriate identification of the bid or proposal being protested;

C. A precise statement of the reasons for the protest; and

D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager’s option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. **PUBLIC INFORMATION ACT:**

A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer’s agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall

**Physical Address:**

801 Main Street, Suite 125
Beaumont, TX  77701

**Mailing Address:**

P.O. Box 3827
Beaumont, TX  77704-3827

409-880-3740 Fax
409-880-3745 Phone

openrecords@beaumonttexas.gov

19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.

20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.

21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this contact so long as performance is delayed or prevented by force majeure.

22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days’ written notice.
APPENDIX B
Downtown Empowerment Zone Map

Request for Proposals (RFP) for the
Purchase and Development of 555 Main Street,
Beaumont, Texas  77701

RFP No. TF0922-43
APPENDIX C
Empowerment Zone Incentives

Request for Proposals (RFP) for the
Purchase and Development of 555 Main Street,
Beaumont, Texas 77701

RFP No. TF0922-43
City of Beaumont
Neighborhood Empowerment Zone
Incentive Policy

Program Goals:

It is the City of Beaumont's goal to promote development within its Neighborhood Empowerment Zones in an effort to improve the local economy and enhance the quality of life for its citizens. Insofar as these goals are served by enhancing the value of the local tax base and increasing economic opportunities, the City of Beaumont will give consideration to providing the following incentives for development within Neighborhood Empowerment Zones.

Definitions:

A. Abatement: full or partial exemption for ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B. Agreement: a contractual agreement between a property owner and a taxing jurisdiction for the purpose of a tax abatement.

C. Base Year Value: the assessed value of either the applicant's real property and improvements located in a designated reinvestment zone on January 1 of the year prior to the execution of the agreement plus the agreed upon value of any property improvements made after January 1 of that year but before the execution of the agreement, and/or the assessed value of any tangible personal property located on the owner's real property on January 1 of the year prior to the abatement period covered by the agreement.

D. Facility: property improvements completed or in the process of construction which together comprise an integral whole.

E. Incremental Value: the amount of assessed value of the project that is in addition to the Base Year Value of applicant’s real property at their prior location.

F. Neighborhood Empowerment Zone: is an area designated as such for the purpose of providing economic incentives, including a tax abatement, as authorized by the City of Beaumont in accordance with Texas Local Government Code Annotated Section 378 as amended.

G. Real Property: area of land defined by legal description as being owned by the person applying for a tax abatement, including any improvements thereto, which is to be
improved and valued for property tax purposes, and which is to be included in the Neighborhood Empowerment Zone.

H. Substantial Investment: a project deemed as an eligible facility under this policy, that exceeds $5,000,000 in capital investment.

Program Policy:

It is the policy of the City of Beaumont that consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. This policy applies to the owners of real property. Project consideration will include the potential impact of the reinvestment project on the immediate and surrounding area.

A. Authorized Facility: Neighborhood Empowerment Zone Incentives may be granted within a Neighborhood Empowerment Zone for new construction or renovation of single-family uses for investments of $50,000 or greater and may be granted for all other uses for investment of $75,000 or greater.

B. Eligible Property: Neighborhood Empowerment Zone Incentives may be granted for new construction or renovation of owner-occupied single-family homes, office, retail, hotel and meeting facilities, restaurant and multi-family residential facilities within a Neighborhood Empowerment Zone, designated by the City Council of the City of Beaumont, Texas.

C. No incentives shall be granted for development resulting from the relocation of an eligible facility from one area of the city to within the Neighborhood Empowerment Zone, excepting projects considered “Substantial Investments,” as defined herein.

Procedural Guidelines:

Any person, partnership, organization, corporation or other entity desiring that the City of Beaumont consider providing Neighborhood Empowerment Zone incentives shall be required to comply with the following procedural guidelines. No representations made herein considered binding unless and until approved by the City of Beaumont City Council.

Preliminary Application:

Applicants shall submit a completed “Application for Neighborhood Empowerment Zone Development Incentives” form for consideration of incentives to the Community Development Department of the City of Beaumont, 801 Main Street, Beaumont, Texas 77701.
Consideration of the Application:

A. The City Manager will consider requests for incentives in accordance with these policies, pursuant to Chapter 378 of the Texas Local Government Code. Additional information may be requested as needed.

B. The City Council may enter into an agreement that outlines the terms and conditions between the City and the applicant, and governs the provision of the incentives.

Inspection of the Project:

During the term of such agreement, the City of Beaumont will have the right to inspect the project facility during regular business hours to ensure compliance with the agreement and accuracy of the owner certification.

Recapture:

If a project is not completed as specified, or if the terms of the incentive agreement are not met, the City has the right to cancel or amend the incentive agreement and all previously waived fees and abated taxes shall become due to the City and liens may be reattached.

Effect of Sale, assignment or lease of property:

No incentive rights may be sold or assigned without the approval of the City Council. Any sale, assignment or lease of the property may result in execution of the recapture provision, as outlined above.

Types of Incentives Available:

Building Fee Waivers

The Building Construction Fee Waiver Program affords property owners an exemption from planning and building fees associated with new construction or renovation and occupancy of eligible facilities within the target area.

Expedited Permit Reviews:

In order to facilitate redevelopment within the Neighborhood Empowerment Zones, the Community Development Department is committed to assisting applicants through the planning and permit review process as quickly as possible.
Lien Waivers

In order to render properties with Neighborhood Empowerment Zones more marketable, the Lien Waiver Program affords property owners a release of liens attached to properties as the result of demolitions or expenditures associated with cutting high grass. Release of such liens would only be allowed in conjunction with new construction or renovation of eligible facilities within the target area.

Construction Tax Abatement

The Construction Tax Abatement Program is an economic development tool designed to provide incentives for the new construction or renovation of single-family homes, office, retail, restaurant and multi-family residential facilities within a Neighborhood Empowerment Zone. The Construction Tax Abatement Program is intended to contribute to area development by attracting additional capital and human investment to the area as well as additional residents to support economic development activities within the area.

Value of Abatements: authorized facilities may be granted a municipal tax abatement on all or a portion of the increased taxable value of eligible property over the base year value for a period not to exceed three (3) years, except as outlined below.

Tax Abatement Program Guidelines:

The eligibility requirements are as follows:

<table>
<thead>
<tr>
<th>Investment</th>
<th>Municipal Tax Abatement</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000 &amp; up for residential uses and $75,000 &amp; up for all other uses</td>
<td>100%; or 100% of the incremental value for Substantial Investments relocating within the City.</td>
<td>1st Year</td>
</tr>
<tr>
<td>$50,000 &amp; up for residential uses and $75,000 &amp; up for all other uses</td>
<td>100%; or 100% of the incremental value for Substantial Investments relocating within the City.</td>
<td>2nd Year</td>
</tr>
<tr>
<td>$50,000 &amp; up for residential uses and $75,000 &amp; up for all other uses</td>
<td>100%; or 100% of the incremental value for Substantial Investments relocating within the City.</td>
<td>3rd Year</td>
</tr>
<tr>
<td>$5,000,000 or more for any eligible use</td>
<td>100% for new investments and the incremental value for Substantial Investments relocating within the City.</td>
<td>4th Year</td>
</tr>
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<td>$5,000,000 or more for any eligible use</td>
<td>100% for new investments and the incremental value for Substantial Investments relocating within the City.</td>
<td>5th Year</td>
</tr>
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<td>$5,000,000 or more for any eligible use</td>
<td>100% for new investments and the incremental value for Substantial Investments relocating within the City.</td>
<td>6th Year</td>
</tr>
<tr>
<td>$5,000,000 or more for any eligible use</td>
<td>100% for new investments and the incremental value for Substantial Investments relocating within the City.</td>
<td>7th Year</td>
</tr>
</tbody>
</table>
Abatement Program Considerations:

A. The final valuation determined by the Jefferson County Appraisal District will be used to determine the actual yearly tax abatement exemption.

B. The tax abatement shall be granted only to the owner of the property.

C. No tax abatement exemption shall be effective until the applicant has met all of the eligibility requirements contained in the guidelines and policies, state law, and City of Beaumont codes.

D. There shall be no retroactive tax abatement exemptions – all tax abatement exemptions become effective only on or after the date the City Council approves the tax abatement agreement.

E. The applicant shall agree to hold the City of Beaumont, its agents, employees and public officials harmless and pay all attorneys' fees that are generated by any dispute regarding the tax abatement agreement.

F. Personal and or real property identified before the period covered by the abatement agreement will not be eligible for abatement.
APPENDIX D
Survey and Legal Description
of the Property at 555 Main Street

Request for Proposals (RFP) for the
Purchase and Development of 555 Main Street,
Beaumont, Texas  77701

RFP No. TF0922-43
BOUNDARY SURVEY OF 2.701 ACRE TRACT OF LAND OUT OF AND PART OF LOTS 609, 610 AND 611, BLOCK 18 OUT OF AND PART OF LOTS 617, 618, 619, 620 AND 621, BLOCK 19 ALL OF BLOCK 25 ORIGINAL TOWNSITE OF BEAUMONT VOLUME 448, PAGE 249, DEED RECORDS ABANDONED TRAVIS STREET AND PART OF ABANDONED HICKORY STREET NOAH TEVIS SURVEY, ABSTRACT NO. 52 BEAUMONT, JEFFERSON COUNTY, TEXAS
Legal Description: 2.701 Acre Tract of Land  
Out of and Part of Lots 609, 610 and 611, Block 18  
Out of and Part of Lots 617, 618, 619, 620 and 621, Block 19  
All of Block 25  
Original Townsite of Beaumont  
Volume 448, Page 249, Deed Records  
Abandoned Travis Street and Part of Abandoned Hickory Street  
Noah Tevis Survey, Abstract No. 52  
Beaumont, Jefferson County, Texas  

BEING a 2.701 acre tract of land situated in the Noah Tevis Survey, Abstract No. 52, Jefferson County, Texas and being out of and part of Lots 609, 610 and 611, Block 18 and out of and part of Lots 617, 618, 619, 620 and 621, Block 19 and all of Block 25 of the Original Townsite of Beaumont, a subdivision of the City of Beaumont, Jefferson County, Texas, according to the plat thereof recorded in Volume 448, Page 249, Deed Records, Jefferson County, Texas and being all of that part of Travis Street lying adjacent to Blocks 18, 19 and 25 of the Original Townsite of Beaumont and out of and part of Hickory Street lying adjacent to Blocks 18, 19 and 25 of the Original Townsite of Beaumont as vacated and abandoned by City Ordinance No. 71-72 as recorded in Volume 1713, Page 112, Deed Records, Jefferson County, Texas and in Volume 1901, Page 212, Deed Records, Jefferson County, Texas and being out of and part of that certain called 3.417 acre tract of land as described in a deed from Robert Q. Keith, Trustee, to Southwestern Bell Telephone Company as recorded in Volume 1713, Page 116, Deed Records, Jefferson County, Texas and being out of and part of that certain called 3.680 acre tract of land as described in a "Special Warranty Deed" from JPMCC 2007-CIBC19 Main Street, LLC to 555 Main Street, LLC as recorded in Clerk's File No. 2019008810, Official Public Records of Real Property, Jefferson County, Texas and furthermore being out of and part of that certain called 3.680 acre tract of land as described in a "Special Warranty Deed" from 555 Main Street, LLC to City of Beaumont as recorded in Clerk's File No. 2021028820, Official Public Records of Real Property, Jefferson County, Texas and being out of and part of that certain called 0.918 acre tract of land conveyed to the City of Beaumont as described in the Proceedings in the Eminent Domain case styled "The City of Beaumont v. Annette Lombardo Jackson, et al." dated June 14, 1976, and being out of and part of that certain tract being called Lots 609, 612, 613 and 614, Block 18 of the Original Townsite of Beaumont as conveyed to the City of Beaumont as described in Jefferson County Court at Law No. 2 Cause No. 34,394 styled "The City of Beaumont vs. Hubert Oxford, et al.", said 2.701 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the North line of the said 3.680 acre City of Beaumont tract as NORTH 90°00'00" EAST as recorded in the above referenced Clerk's File No. 2021028820, Official Public Records of Real Property, Jefferson County, Texas. All set 5/8" iron rods set with caps stamped "M.W. Whiteley & Associates".

COMMENCING at an iron rod with a cap stamped "SURVCON" found for the Southeast corner of the said 3.680 City of Beaumont tract, said corner also being the Northeast corner of the said 0.918 acre City of Beaumont tract and said corner being the intersection of the centerline of the said abandoned Hickory Street and the West right-of-way line of Cypress Street (based on a width of 61.11 feet) and from said corner a found concrete monument with a disked stamped
"S.W.B.TEL. CO. PROPERTY CORNER" bears NORTH 52°28'59" EAST a distance of 1.22 feet;

THENCE SOUTH 89°59'26" WEST, along and with the centerline of the said abandoned Hickory Street and along and with the boundary between the South line of the said 3.680 acre City of Beaumont tract and the North line of the said 0.918 acre City of Beaumont Tract, for a distance of 185.67 feet to a 5/8" iron rod set for the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 00°00'00" EAST, over and across the abandoned Hickory Street and the said Lot 611, Block 18 of the Original Townsite of Beaumont, for a distance of 87.37 feet to a "MAG" nail set for corner;

THENCE SOUTH 40°33'00" EAST, parallel and 58.00 feet perpendicular to the Northeasterly right-of-way line of Main Street and over and across the said Lots 611 and 610, Block 18 of the Original Townsite of Beaumont, for a distance of 59.19 feet to a 5/8" iron rod set for corner, said corner being in the Northeasterly right-of-way line of Main Street (based on a width of 81 feet);

THENCE NORTH 40°33'00" WEST, along and with the Northeasterly right-of-way line of Main Street, for a distance of 159.94 feet to a 5/8" iron rod set for corner, said corner being an exterior ell corner of the Northeasterly right-of-way line of Main Street;

THENCE SOUTH 49°27'00" WEST, along and with the right-of-way line of Main Street, for a distance of 19.89 feet to a 5/8" iron rod set for corner, said corner being an interior ell corner of the Northeasterly right-of-way line of Main Street (based on a width of 61.11 feet);

THENCE NORTH 40°33'00" WEST, along and with the Northeasterly right-of-way line of Main Street, for a distance of 80.84 feet to a scribed "X" in brick pavers set for corner, said corner being the intersection of the centerline of the said abandoned Hickory Street and the Northeasterly right-of-way line of Main Street (based on a width of 61.11 feet) and being the Southwest corner of the said 3.680 acre City of Beaumont tract and from said corner a found "MAG" nail bears NORTH 54°17'42" EAST a distance of 1.26 feet;

THENCE NORTH 40°33'00" WEST, along and with the Northeasterly right-of-way line of Main Street and the Southwesterly line of the above referenced Block 25 of the Original Townsite of Beaumont, the same being the Southwesterly line of the said 3.680 acre City of Beaumont tract, for a distance of 274.16 feet to a scribed "X" in brick pavers set for corner, said corner being the intersection of the Northeasterner right-of-way line of Main Street and the East right-of-way line of Pine Street (based on a width of 61.11 feet) and from said corner a found "MAG" nail bears NORTH 11°10'39" EAST a distance of 1.70 feet;

THENCE NORTH 00°00'00" WEST, along and with the East right-of-way line of Pine Street and the West line of the said Block 25, the same being the West line of the said 3.680 acre City of Beaumont tract, for a distance of 122.24 feet to a point for corner, said corner being the Northwest corner of the said Block 25 and the intersection of the East right-of-way line of Pine Street, and the South right-of-way line of Tevis Street (based on a width of 61.11 feet), the same
being the Northwest corner of the said 3.680 acre City of Beaumont tract and from said corner a
found concrete monument with a disk stamped "S.W.B.TEL. CO. PROPERTY CORNER" bears
NORTH 90°00'00" EAST a distance of 0.28 feet;

THENCE NORTH 90°00'00" EAST, along and with the South right-of-way line of Tevis Street
and the North line of the said Blocks 25 and 19, the same being the North line of the said 3.680
acre City of Beaumont tract, for a distance of 396.83 feet to a 5/8" iron rod set for corner, said
corner being in the North line of the said Lot 621, Block 19 of the Original Townsite of
Beaumont;

THENCE SOUTH 00°00'00" EAST, over and across the said Lot 621, Block 19 of the Original
Townsite of Beaumont, for a distance of 60.00 feet to a "MAG" nail set for corner, said corner
being in the South line of the said Lot 621 and the North line of the said Lot 620, Block 19 of the
Original Townsite of Beaumont;

THENCE NORTH 90°00'00" WEST, along and with the common line between the said Lots
620 and 621, for a distance of 41.36 feet to a "MAG" nail set for corner;

THENCE SOUTH 00°00'00" EAST, over and across the said Lots 620, 619, 618 and 617, Block
19 of the Original Townsite of Beaumont and over and across the abandoned Hickory Street, for
a distance of 270.53 feet to the POINT OF BEGINNING and containing 2.701 Acres, more or
less.
END OF SPECIFICATIONS