Request for Proposal (RFP) 2026-01

Temporary Staffing Services

All Proposals Must Be Submitted To:

Port of Port Arthur Navigation District
Attn: Larry Kelley
320 Houston Avenue
Port Arthur, Texas 77640
Attention: RFP 2026-01 Temporary Staffing Services

All Proposals must be received:
5/11/26 2:00 PM

Proposals received after the above date and time will not be considered.

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1. RFP Overview

1.1. Purpose of RFP

It is the intent of this specification to describe services needed by the Port of Port Arthur (the Port) through a Temporary Personnel Agency for maintenance worker positions at the Port, located at 320 Houston Avenue, Port Arthur, Texas. The General Specifications set out the contractor's requirements to provide staffing and temporary personnel services to the Port and the information must be submitted with the Proposal. The Port's job description for Maintenance Worker position is attached to this RFP as Exhibit B.

While the primary purpose of the RFP is to secure maintenance positions, on occasion the Port may need additional types of workers. The contractor must demonstrate the ability to provide administrative personnel as well.

1.2. Port of Port Arthur Background

The Port is a multi-berth operating public Port on the Sabine Neches Waterway with annual operating revenues of approximately $16 million supplemented with property tax revenue and currently manages 13 Federal and State grant funded projects. These projects are a component of the five-year capital program comprised of 27 projects in total, valued at approximately $188 million.

The Port also owns certain tracts of real estate that are leased. Background information about the Port is available on its website, https://portpa.com/.

1.3. Procurement Schedule

Event	Date
RFP Issued	04/17/26
Mandatory Pre Proposal Conference	**5/6/26, 2:00 PM**
Deadline for submissions	**5/11/26, 2:00 PM**

** The schedule may be adjusted, as necessary at the discretion of the Port.*

1.4. RFP Coordinator

All communications concerning this RFP must be submitted via email to Kaylynn Rizzotto, Director of Accounting at **bids@portpa.com.** Proposer's contact with anyone else in the Port (other than at the Pre Proposal Conference) is expressly forbidden and may result in disqualification of the Proposal. Further, any oral communications will be considered unofficial and non-binding on the Port. Proposers should rely only on written statements issued by the RFP coordinator.

1.5. Mandatory Pre Proposal Conference

The Port will conduct a **mandatory** pre-proposal conference:

Wednesday, May 6, 2026
2:00 PM – Sign in will start at 1:30 PM
Port Executive Office
320 Houston Ave
Port Arthur, Texas 77640

1.6. RFP Amendment and Cancellation

The Port reserves the unilateral right to amend this RFP in writing at any time. The Port also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, notification shall be posted on the Port's website at: https://portpa.com/

1.7. Proposal Submittal

- Proposals are to be received by the Port no later than the date and time indicated in the schedule. A Proposer's **failure to submit a Proposal as required before the deadline will cause the Proposal to be disqualified**.
- Proposers must submit three (3) copies.
- An authorized representative of the Proposer must sign the Proposal form.
- Any portion of the Proposal that is considered proprietary information must be clearly marked "confidential." Vague and general claims as to confidentiality will be considered public information.
- **Facsimile and e-mail transmittals cannot be accepted**.

The proposal package should be clearly labeled with the following:

- Proposal for RFP 2026-01 Temporary Staffing Services
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

There is no expressed or implied obligation of the Port of Port Arthur to reimburse responding Proposers for any expenses incurred in preparing proposals in response to the RFP and the Port of Port Arthur will not reimburse responding Proposers for such expenses.

All Proposals must be received in the offices of the Port of Port Arthur, 320 Houston Avenue, Port Arthur, Texas 77640, no later than 2:00 PM Central Time, May 11, 2026. The Port of Port Arthur is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/stamp in the offices of the Port of Port Arthur shall be the official time of receipt. **Late submissions cannot be considered and will be returned unopened.**

2. Contractor Requirements

2.1. General Information

The pricing / billing rate portion on the Proposal is to be submitted on the enclosed **Proposal Form For Staffing and Temporary Personnel Services.** The pricing will be inclusive: the contractor will absorb any and all costs associated with complying, on an on-going basis, with the General Specifications set out in this package.

2.2. Scope of Work

Labor personnel requested on a planned basis must be at the designated Port facility no later than 8:00 AM. Labor personnel request on an ASAP / Demand basis must be at the designated facility within one (1) hour.

Submit your organization's hours of operation and explain your capabilities in complying with ASAP Labor requests including whether or not you maintain a pool of individuals who have already been qualified under Section 2.3 and 2.5 ready for immediate dispatch to the Port.

2.3 Job Safety Requirements and Injury Protocol

The contractor will provide Job Safety Training and any necessary Safety Equipment to all personnel prior to being assigned to the Port.

The contractor will conduct appropriate job-specific physical testing of labor personnel prior to being assigned to the Port.

Upon the Port notifying the contractor of injury and/or sickness of its assigned personnel, the contractor will immediately send one of its representatives to the Port to manage whatever action(s) are necessary to ensure that proper care will be administered. This includes providing transportation to a medical facility, if required.

Submit a copy of your organization's Job Safety program, injury protocol, the name of your Safety/Risk Manager and process for physical testing of personnel when required.

2.4 Personal Protective Equipment (PPE) and Outerwear

The Port will supply personal protective equipment (PPE) and outerwear to all personnel assigned to the Port.

Personnel shall report to the Port with PPE and outerwear supplied by the Port.

Personnel shall wear PPE and outerwear while performing tasks assigned by the Port.

2.5 Pre-Employment Screening Requirements

The contractor will have a Seven (7) Panel Drug Screen conducted on all personnel prior to being assigned to the Port. <u>The contractor will not assign any individual who tests positive to any one of the panels.</u>

Personnel assigned to the Port shall **<u>not</u>** have:

- Felony convictions for the past five (5) years
- Violent crime convictions
- Sex offender convictions
- Pedophile/child molestation convictions
- Felony theft convictions

The contractor will conduct a Motor Vehicle Record Check, when applicable, on all personnel prior to being assigned to the Port.

Submit the organization's Drug/Substance Abuse Policy and explain your process for drug screens and background checks.

2.6 Time Records and Payroll

Personnel requested by the Port may be either a daily or weekly assignment. The contractor is to ensure that the Port has the appropriate timecard/sheet on or prior to the individual's arrival at the Port.

Personnel are to be paid on Friday by 12:00 Noon for the previous week's hours. The appropriate time sheets will have been faxed or emailed to the contractor's designated payroll location on Monday morning.

2.7 Invoicing

Invoicing for services provided to the Port shall be submitted on a weekly basis. The week begins on Monday and ends on Sunday.

Invoices must show the week ending date, the individual's name and the day on which the hours worked occurred.

Each invoice must have attached a copy of the individual's time sheet that has been approved and signed by the Director of Safety.

Invoices shall be sent to:

Port of Port Arthur, Accounts Payable at ap@portpa.com

The Port will pay invoices within 30 days of receipt.

2.8 Insurance

The contractor shall maintain, at its sole cost and expense for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by contractor, its agents, representatives or employees.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required during the entire course of the contract.

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, and bodily injury with limits no less than **$1,000,000** per occurrence. The Port of Port Arthur must be named as an "Additional Insured" to this coverage and be shown on the certificate of insurance.
2. Automobile Liability: Commercial auto insurance with limits no less than **$1,000,000** per accident for bodily injury and property damage. This requirement may be waived by Port risk management if no vehicles enter or traverse Port properties.
3. Workers' Compensation**:** Insurance as required by the State of Texas with Statutory Limits including United States Longshoreman & Harborworkers coverage, as may be required. Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

All policies are required to be on a per occurrence policy limit.

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of Texas.

The Port will be named as additional insured to all liability policies to the extent allowed by law. The Port requires that a waiver of subrogation be provided on all policies to the extent allowed by law.

The contractor shall provide copies of insurance certificates required hereunder to the Port on or before the effective date of the agreements.

Submit a copy of your insurance certificate showing the above coverage to:
Port of Port Arthur ap@portpa.com

2.9 References

Submit a minimum of three (3) references where your organization has provided similar services for similar clients.

2.10 Financial Stability

Submit a copy of your organization's most recent financial statements – audited or unaudited. The statements will be treated as confidential, and distribution will be limited to only those Port employees involved in the selection process.

2.11 Performance Requirements and Service Termination

- The contractor shall provide immediate response or notice to the Port, in case of injury and / or sickness of a worker. Upon request, the contractor will immediately send a representative to the Port and advise of further action.
- The contractor will ensure that its services and the work performed by its employees assigned to the Port are maintained to the specifications set out in this RFP and are being performed to the satisfaction of the Port.
- The Port reserves the right to not accept employees who, upon arrival to the work site, are deemed unfit to perform the duties as described in this RFP. The Port also reserves the right to reject any employee at any time. Such employees will be immediately asked to leave the work site and will not be paid by the Port for their time at the work site. The Port will immediately notify the contractor of this occurrence. The contractor will immediately send another employee to fulfill the original request as obligated, under the conditions of this RFP.
- The Port reserves the right to terminate the services of the selected contractor for non-compliance with any of these specifications or the services are not being performed to the Port's satisfaction.
- **Submit** a document, signed by an officer of the organization, stating that your organization understands and will comply with all of the specifications set out in this RFP and that non-compliance will be grounds for the Port to immediately terminate the services.

2.12 Sales Tax

The Port is exempt from Sales Tax. No sales tax shall be included on the prices Proposal.

2.13 Diversity in Contracting

Proposer agrees to use its best efforts to implement the Port's Diversity in Contracting Program in connection with this contract. The Port's Policy Directive on Diversity in Contracting has been provided to the Proposer as a part of these specifications and can also be found on the Port's website at https://www.portpa.com.

2.14 Contract Duration

The Contract Period shall be for one (1) year period beginning from the date of acceptance by the Board of Commissioners. The Port retains the option to extend to the Proposer awarded this Proposal, an extension at the end of the above period, upon agreement with the Proposer and the Port. Said optional extension and renewal of contract for up to four years, one year at a time will be subject to the annual contract renewal price established on the Proposal form.

4. Proposal Format and Content

Proposals should include the following:

- Completed and Signed Proposal Form (2.1)
- Organization information and capacity (2.2)
- Job Safety Program (2.3)
- Drug/Substance Abuse Policy and procedures (2.5)
- References (2.9)
- Financial Statements (2.10)
- Performance Requirements and Service Termination (2.11)
- Questionnaire Form CIQ

Failure to follow the specified format, to label the responses correctly, or to address all the subsections may result in the rejection of the Proposal.

5. Proposal Evaluation

The Port of Port Arthur will evaluate all responses to determine the extent to which they comply with the requirements of this RFP, and to which Proposer best meets the needs of the Port. The Port may choose to use competitive negotiations to develop the final contract with the qualified Proposer. Responses will be evaluated and scored using the criteria below, with a maximum score of 100 points.

• Organization and capacity	25 points maximum
• Safety Program and Employment Policies	25 points maximum
• References	25 points maximum
• Pricing	25 points maximum

6. General Terms and Conditions

Gratuities

No person will offer, give, or agree to give, any Port employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the Port.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Port's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Port or in the employment practices of the Port's contractors. Accordingly, all entities entering into contracts with the Port will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Preparation Costs

The contractor is responsible for any and all costs associated with the preparation, submittal, and presentation of any Proposal.

Proposal Errors

Proposers are liable for all errors or omissions contained in the Proposal as submitted. No changes or alterations will be allowed after the deadline for submitting the Proposal. The Port, at its discretion, has the right to accept or reject a Proposal in part or whole due to errors and/or omissions of the response.

Conflict of Interest

The Texas Local Government Code chapter 176 requires that any vendor or person who enters into or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with the local government entity. Questionnaire Form CIQ is included in the RFP and must be submitted with the response.

At the time the vendor submits the signed contract, the vendor must submit the remaining certifications contained in Exhibit C and complete a "Disclosure of Interested Parties", Form 1295 online with the Texas Ethics Commission at www.ethics.state.tx.us/file. An example of the form is attached as Exhibit B. DO NOT SEND THE FORM TO THE PORT. The form must be completed online with the Texas Ethics Commission.

Attachments –

Exhibit A - Pricing Form for Staffing and Temporary Personnel Services

Exhibit B- Job Description – Maintenance Worker

Exhibit C- Certifications

Exhibit D- Form 1295

Exhibit E - Port of Port Arthur Diversity in Contracting Policy