

# The Port of Houston Authority REQUEST FOR LEASE PROPOSALS

## **TURNING BASIN TERMINAL**

**HOUSTON, TX 77029** 

All Proposals due by January 31st, 2026 (5:00 PM CST)



- HOUSTON SHIP CHANNEL DEEP WATER FOREIGN TRADE ZONE DESIGNATION
  - RAIL SERVED WITH PORT TERMINAL RAILROAD ASSOCIATION (PTRA)
  - ±166,120 SF OF BUILDINGS 13 STRUCTURES PREFERENTIAL BERTH ACCESS

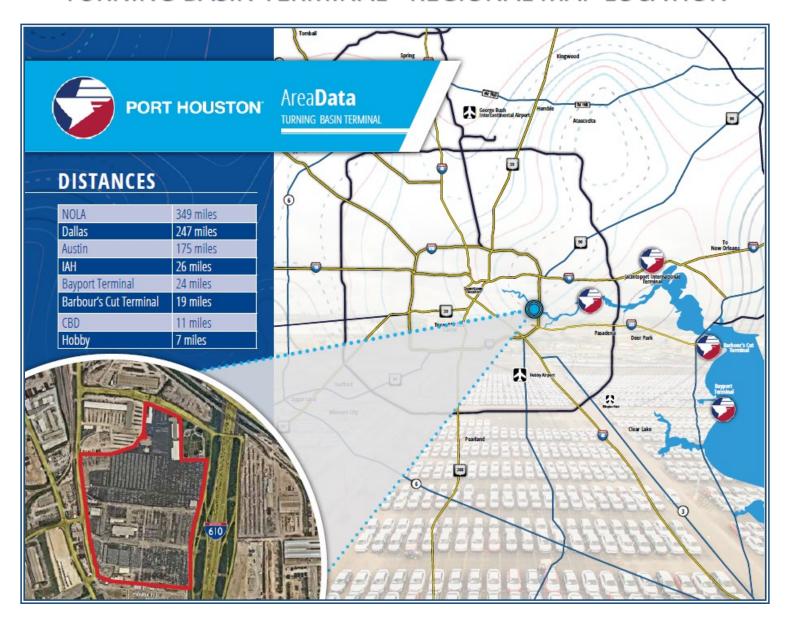
#### FOR FURTHER INFORMATION CONTACT:

Port Houston Real Estate Phone: 713-670-2867 rganatra@porthouston.com 111 East Loop North, Houston, Texas 77029

The Port Authority makes no guarantee, warranty or representation about the information contained herein. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction



## TURNING BASIN TERMINAL - REGIONAL MAP LOCATION



#### **REQUEST FOR PROPOSALS**

The Port of Houston Authority of Harris County, Texas (the "Port Authority"), a political subdivision and navigation district of the State of Texas, is in possession of approximately 70.85 acres located within Blocks 15, 16, and 18 of Industrial Park West in the Turning Basin Terminal (the "Premises"), as further described in **Exhibit A**. Port Authority invites proposals from qualified tenants to lease this property through this Request for Proposals (RFP), based on the terms and conditions outlined herein.



The Premises, located at **111 East Loop North, Houston, Texas 77029**, benefits from excellent access to the regional transportation network. It sits adjacent to the Turning Basin Terminal truck entrance at 300 E. Loop North, offering direct ingress and egress for drayage and cargo operations. The site provides immediate connectivity to major freight corridors including I-10, I-45, I-69, I-610, SH-225, and SH-146, ensuring efficient access to regional, interstate, and Gulf Coast markets. Certain truck gate access lanes—such as Ramp Road 6 and Cargo Bay Road—operate 24/7, although full gate access remains subject to Port Authority's published gate hours and holiday schedules.

All proposals must be received by the Port Authority's Real Estate Department by the deadline specified in the General Instructions. The Port Authority is not responsible for late or incomplete submissions due to respondent errors or delays.

THE PORT AUTHORITY RESERVES THE RIGHT AND MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, REJECT ANY OR ALL PROPOSALS (OR ANY PORTION THEREOF) RESULTING FROM THIS RFP, POSTPONE OR CANCEL THIS RFP AT ANY TIME, RE-ADVERTISE THE OPPORTUNITY TO LEASE THE PREMISES, OR MODIFY OR WAIVE ANY IRREGULARITIES IN THIS RFP. IN CASE OF AMBIGUITY OR LACK OF CLEARNESS IN ANY PROPOSAL, THE PORT AUTHORITY RESERVES THE RIGHT TO CONSIDER THE MOST ADVANTAGEOUS CONSTRUCTION OF OR TO REJECT ANY OR ALL PROPOSALS.

We look forward to the opportunity to consider your proposal for the lease of this Premises by January 31st, 2026.

Radhika Ganatra, MBA

Real Estate Asset Manager

**PORT HOUSTON** 



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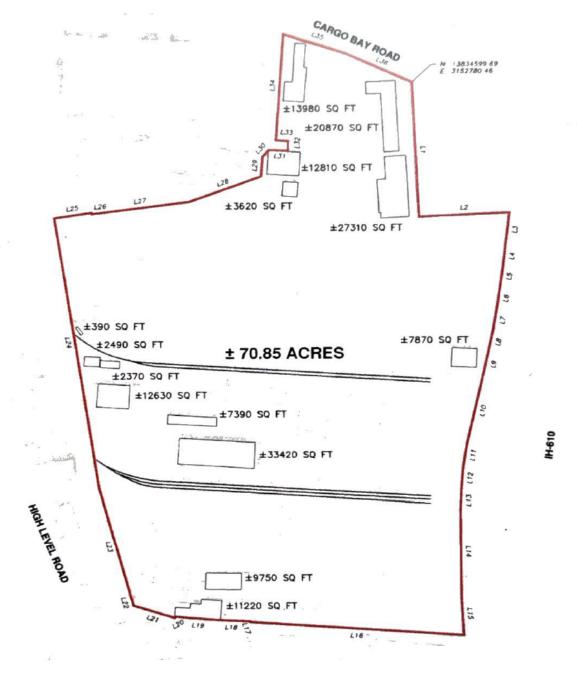
### 14. Exhibits

- Exhibit A: GIS Aerial Survey
- Exhibit B: Project 11 Overview
- 15. Frequently Asked Questions (FAQ)



#### I. LOCATION AND SQUARE FOOTAGE REQUIREMENTS OF PREMISES

1. <u>Premises Description</u> – The Premises is located at the Port Authority's Industrial Park West in the Turning Basin Terminal in Harris County, Texas, which is near the intersection between Interstate 10 and Interstate 610. The Premises consists of an approximate 70.85-acre tract of stabilized asphalt land, which currently includes thirteen existing buildings totaling approximately 166,120 square feet (the "Existing Buildings"). The Existing Buildings range from approximately 390 square feet to 33,420 square feet in floor area. Approximately 19,000 parking spaces are currently available for the storage and staging of vehicles and trucks.



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The site features a variety of buildings equipped with existing heating and air conditioning infrastructure, including gas heaters, split systems, and packaged units. HVAC systems are in place across most structures, supporting a range of operational and tenant needs.

The lease of the Premises would include the existing Tenant Improvements described on the image above together with any other installations or improvements added to the Premises pursuant to the terms of the Lease. Any prospective tenant may modify the footprints of the Existing Buildings or construct new improvements if desired, subject to the Port Authority's review and approval of plans and specifications of such modifications or improvements, including, but not limited to, the Port Authority's Project Construction Management Department.

The lease opportunity for the Premises does not include any tenant rights or interests of any oil, gas, or mineral interests or estates in the sub-surface of the Premises or any submerged land rights.

#### 2. Proposal Timeline

Milestone	Date	Description
RFP Issued	December 1st, 2025	Official release and start of submission period
Deadline to Submit Proposals	January 31st, 2026 (5:00 PM	All proposals must be received
	CST)	electronically
Evaluation Period	February 1 <sup>st</sup> , 2026 – February	Port Authority will evaluate all received
	28th, 2026	proposals
Notification of Acceptance/Rejection	On March 1 <sup>st</sup> , 2026	Written notice will be issued to all proposers

3. <u>Development Schedule</u> – Respondent(s) must submit a detailed Construction Timeline and Proposal outlining all required Tenant Improvements for their intended use of the Premises. This timeline should begin at lease execution and continue through full build-out and occupancy. It must include a month-by-month schedule of all development activities, required approvals, and construction milestones, including any proposed marine or rail infrastructure improvements.



The proposal should also clearly describe, with reasonable specificity, any renovations or modifications to existing Tenant Improvements on the Premises, as well as any new improvements the Respondent intends to construct or install in connection with their operations.

Additionally, Respondents are required to submit a comprehensive description of the proposed financing structure for all improvements. The submission should address the following:

- Whether financing for the proposed improvements has been secured or is currently pending.
- Whether the availability of financing is contingent upon lease execution or any other conditions.
- Identification of any third-party lenders, investors, or financial partners involved in the project.
- Whether the Respondent intends to pursue external financing following contract award.
- A summary outlining the full funding strategy through to construction completion.
   This information is essential for the Port's evaluation of the Respondent's financial capacity and the overall feasibility of the proposed project.
- 4. Foreign-Trade Zone (FTZ) Designation The Premises is located within the boundaries of FTZ 84's service area, specifically "Site 1 Houston Ship Channel Turning Basin" and is exempt from inventory taxes. Any prospective tenant seeking to utilize FTZ benefits will be responsible for engaging with the Grantee of FTZ 84 (the Port of Houston Authority) to pursue FTZ activation for their specific operations. This includes securing all required approvals from U.S. Customs and Border Protection (CBP) and any other applicable regulatory authorities, as outlined in the lease.
- 5. Marine Each respondent acknowledges the following in submission of any proposal:
  - a. <u>Marine / Berth</u> The Premises does not include any riparian or littoral rights. There are Port Authority berths and docks in the vicinity of the Premises, which may include, without limitation, as follows:
    - i. Turning Basin Terminal is a public facility with berths scheduled by the Port Authority Operations Division.
    - ii. Turning Basin Terminal's docks are all scheduled by the Port Authority Operations Division with no dedicated roll-on/roll-off (RO/RO) dock.
    - iii. Respondent/s should independently confirm whether any and all docks or berths that would use as a potential tenant are fully capable and able to handle its cargo.

#### b. Channel(s) and Depths –

According to the Houston Pilots Association's Navigation Safety Guidelines (2024), the Turning Basin and surrounding upper channel currently support a maximum vessel size of approximately 750 feet LOA × 106 feet beam. However, routine transits are typically limited to vessels under 700 feet LOA × 106 feet beam.



The Houston Ship Channel Expansion – Project 11, led by the U.S. Army Corps of Engineers (USACE) in partnership with Port Authority, includes plans to:

(\*For more information on Project 11 refer to **EXHIBIT B**)

- Widen the channel to 700 feet in the Galveston Bay reach (Completed)
- Widen the upstream segment from approximately Boggy Bayou (BW8) to Greens Bayou to 530 ft
- Deepen from Boggy Bayou to Hunting Bayou to 46.5 ft MLLW
- Deepen from Sims Bayou to IH 610 to 41.5 ft MLLW
- c. <u>Air Draft</u> Air draft limitations within the Houston Ship Channel and Turning Basin vary depending on vessel type, berth location, and navigational conditions. Tenants are encouraged to consult directly with Port Authority's Marine Operations team for the most current and applicable guidance.
- d. <u>Pilotage</u> The Port of Houston and the Houston Ship Channel are serviced exclusively by the Houston Pilots Association (the "Houston Pilots"), which provide pilotage services to all foreign flag vessels and American vessels under register entering or departing the Port of Houston and the Houston Ship Channel.

#### e. Rail

- a. The following is available on the Premises:
  - i. Five rail lines located at the center of the Premises; and
  - ii. Each rail line is approximately 1,200 linear feet with a total of approximately 6,000 linear feet of rail line.
- b. The five rail lines are supported by two rail spurs to lines located outside of the Premises.
- c. Any potential tenant shall be responsible and liable for all costs and charges incurred for additional railroad services to those existing on the Premises and indemnify the Port Authority and hold the Port Authority harmless for from and against any and all liability for such costs and charges attributable to additional railroad services obtained by such tenant.

#### II. OCCUPANCY AND TERMS

#### 1. Lease Term

Please propose financial construct for a minimum ten (5) year initial lease term. The Port Authority may negotiate and approve a lease term of **NOT** more than fifty (50) years.



#### 2. Rental Rate

- a. **Base Rent**: Per acre rate (To be Proposed) with an annual escalation of the greater of 3% or the increase in the Consumer Price Index (CPI).
- b. **Additional Rent**: any and all rates, charges, and amounts called for and provided to be paid to the Port Authority under Port Authority's Tariffs.
- c. MAG/Throughput Rent: Respondent/s propose a Minimum Annual Guarantee (MAG) appropriate to their business model and intended use of the Premises. Respondent/s may define MAG in the unit of measure most applicable to their operations, including but not limited to tons, units, TEUs, railcars, cubic meters, or revenue-based guarantees.

All proposals must:

- Clearly identify the MAG structure,
- Specify the annual minimum commitment, and
- Describe the **reporting method** for measuring throughput or activity.

Final MAG requirements, reporting protocols, and performance metrics will be refined and established during negotiations with the selected respondent

#### 3. Security Deposit, Prepaid Rent, and Financial Matters

- a. Security Deposit: 1 (one) Month's full Rent
- b. **Prepaid Rent**: Three months of prepaid Base Rent
- c. **Financial Matters**: Respondent should provide evidence reasonably satisfactory to the Port Authority of financial capability and history of respondent or a proposed guarantor of a potential tenant's obligations under the lease to perform the economic obligations under the lease. The Port Authority reserves the right to require a guaranty of lease if a respondent's financials are determined to be insufficient by the Port Authority in its sole discretion. Respondent shall provide at a minimum the following evidence of financial capability and history of respondent and any proposed guarantor of the lease:
  - Audited financial statements for the two most recent fiscal years.
- d. **Record Drawing Deposit**: \$10,000 Record Drawing Deposit shall be required to secure any potential tenant's obligation to provide Records Drawings for any Tenant Improvements constructed within or on the Premises (including any alterations to the existing Tenant Improvements). This deposit shall be fully refundable in the event the tenant elects not to perform any improvements and no as-built drawings are required to be provided to the Port.



- 4. Permitted Use The Premises has historically been used for the operation of office buildings (including activities reasonably related thereto) and storage and processing of automobiles. The Port Authority prefers continuation of such historical uses and is also willing to consider proposals for other uses for the Premises; provided, however, the Port Authority shall have the right to refuse any use of the Premises that the Port Authority deems incompatible or undesirable in the Port Authority's sole discretion. The Port Authority requires that any use of the Premises must include moving permitted materials, under the lease, across Port Authority docks and berths as a major component and function of the lease and its intended use. The Port Authority's standard prohibited uses shall apply. Any potential tenant shall comply with Port Authority's Facility Security Plan applicable to the Premises.
- 5. **Existing Buildings** The Existing Buildings located within the Premises, and/or depicted above in Section I, are outlined below. The following provides a breakdown of the Existing Buildings currently on the Premises, including the square footage of each building.

Number	Square
	Footage
1	4,860
2	12,630
3	7,390
4	33,420
5	9,750
6	11,220
7	3,620
8	12,810
9	13,980
10	20,870
11	27,310
12	7,870
13	390
Total	166,120

- 6. Options to Extend The Port Authority requests each respondent to include up to two (2) five (5)-year extension options in addition to the initial five (5) year lease term in its proposal. The exercise of each extension option by a potential tenant would require a maximum of twelve (12) months and no less than six (6) months prior written notice to the Port Authority. The Port Authority reserves the right to approve the exercise of all extension options.
- 7. Real Property or Other Taxes The Port Authority is not liable for real property or other taxes applicable to the Premises. The lease shall provide that during the term, any potential tenant shall pay or cause to be paid any taxes, assessments or other impositions applicable to the Premises. The Port Authority makes no representation as to



whether the Port Authority's tax-exempt status shall carry over to any potential tenant or any Tenant Improvements owned by the Port Authority under the lease.

- 8. Operating Expenses Any potential tenant is solely responsible for any and all operating expenses related to the Premises, including but not limited to utility costs, railroad costs and coordination, site security, tenant improvements, and maintenance of existing facilities, as well as any other operating expenses outlined in Sections 9 through 16 below.
- 9. <u>Dockage Rates</u> Dockage rates vary by length of ship and are subject to change from time to time. See chart below for current dockage rates.

#### **Tariff Notice:**

Tariff rates are subject to change effective January 1, 2026. Please refer to the current tariff rates (as of April 2025) available here: Click Here

Vessel Length in Feet						
LOA Ca	tegories	Rate per Foot				
0	199	\$3.12				
200	399	\$4.10				
400	499	\$5.58				
500	599	\$7.51				
600	699	\$8.72				
700	799	\$11.05				
800	899	\$13.29				
900	And Over	\$15.94				

- 10. Wharfage Rates as per below: -
  - Vehicles (RO/RO):  $\sim$ \$7.83 per short ton +  $\sim$ \$4.51 per vehicle
  - Steel products:  $\sim $1.93 $2.64$  per short ton
  - Containers: ~ \$4.02 per short ton
  - **Dry bulk:** ~\$1.02 \$1.94 per short ton
  - **Liquid bulk:** ~\$0.91-\$4.02 per short ton
- 11. <u>Rail Fees</u> –Inbound throughput rail charge of \$17 per unit for each inbound Unit brought to the Premises via rail only. Rail fees may be subject to change from time to time.

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- 12. <u>Security and Other Fees</u> Any potential tenant shall, at its sole cost and expense, provide security and security-related improvements to the Premises required or occasioned by such tenant's intended use and operations within the Premises, including requirements under the Port Authority's Facility Security Plan, TWIC program, any United States Coast Guard MARSEC requirements, and all other applicable safety or security requirements and regulations.
- 13. <u>Maintenance</u>, <u>repair</u>, <u>and upkeep</u> The Tenant is responsible for the maintenance, repair, and upkeep of all railroad tracks, spurs, utilities, paving, lighting, fencing, and any other infrastructure or improvements used or occupied by the Tenant.
- 14. <u>Security Booth and Gate Staffing</u>: A security booth is located at the entrance to the Premises. Tenants may contract separately with Port Authority's designated security contractor for gate staffing services. If Port Authority provides gate staffing, the tenant will be billed at the applicable Port tariff rate. All security arrangements must comply with Port Authority's Facility Security Plan and applicable federal, state, and local regulations.
- 15. <u>Compliance with Port Authority policies and standards</u>: The tenant must comply with all operational, safety, and environmental requirements governing the use of the Premises. This includes compliance with regulations related to stormwater management, dust and emissions control, material handling, pollution prevention, and waste disposal. All tenant operations must adhere to applicable federal, state, and local laws and Port Authority policies.
- 16. <u>Property Condition</u> The Premises shall be leased on an "As is, where is" basis without representation or warranty of any kind (other than standard the Port Authority's warranty of quiet enjoyment subject to the terms and conditions of the lease).

#### III. PROPOSED TERMS AND CONDITIONS

- 1. <u>Transfers/Assignments/Subleases</u> Any potential tenant right to transfer, assign or sublet the whole or any portion of the Premises or any interest therein during the lease term, including any renewals or extensions thereto, shall be subject to the Port Authority's standard "Transfer" requirements in the lease and additionally subject to the consent of the Port Authority and its Port Commission, which may be withheld in their sole and absolute discretion.
- 2. <u>Environmental Representation</u> Any potential tenant shall be solely responsible for conducting its own environmental, geotechnical, and soil investigations to determine the suitability of the Premises for its intended use. Port Authority makes no representation or warranty regarding the soil, sub-surface, or environmental conditions of the property, and shall not be held liable for any such conditions.

#### 3. Regulatory Compliance:

Tenant must ensure that all proposed operations, material handling, and improvements comply with Port Authority policies, facility security plans, and all applicable local, state, and federal laws and regulations, including but not limited to those concerning environmental protection, hazardous materials management, and occupational safety.



4. **Zoning and Land Use** – The Port Authority will make no representation or warranty regarding whether the Premises and intended use thereof by any potential tenant is in compliance with zoning and/or any federal, state or municipal statutes, regulations, rules etc. applicable to the Premises. Any potential tenant shall be solely liable and responsible for conducting its own investigations as to what zoning or other federal, state, and municipal statutes, regulations, rules etc. may apply to the Premises and such tenant's use thereof.

#### 5. **Dust and Emissions Control**:

Tenant shall implement a Dust Mitigation Plan and maintain all necessary controls to prevent dust, particulate matter, and emissions from affecting adjacent Port properties, waterways, or neighboring facilities.

#### 6. Stormwater and Waste Management:

Tenant must comply with all applicable stormwater pollution prevention and waste management requirements, including maintaining best management practices (BMPs) and obtaining any required TCEQ or EPA permits for discharges, emissions, or waste handling.

7. <u>Access</u> – The Port Authority will allow access to and the right to operate the site twenty-four hours per day, seven days per week, three hundred and sixty-five days a year.

#### 8. <u>Use Restrictions:</u>

All uses of the Premises shall be consistent with Port Authority's permitted activities and policies regarding cargo handling, storage, processing, or manufacturing operations. The Port reserves the right to disallow any use deemed incompatible with Port operations or community standards.

9. <u>Signage</u> – The Port Authority requires the exclusive right to place its name and logo on the site's exterior facade together with pylon/monolith signage. All signage requires Port Authority approval before being displayed.

#### 10. **610 Bridge update: -**

The I-610 Bridge widening and raising has been identified as a future regional mobility enhancement through the 2024 Planning and Environmental Linkages (PEL) Study. The project is included in the Houston-Galveston Area Council's (H-GAC) 2035 long-range transportation plan, reflecting its importance to long-term freight movement and connectivity within the region. The Port will continue to monitor regional planning efforts and will provide updates as the project advances through future phases.

11. **Representation** – While it is not standard practice for the Port Authority to pay commissions, requests may be reviewed on a case-by-case basis. All commissions must receive prior approval from the Port Commission.

#### 12. Insurance Requirements -

Tenant must maintain:

- Commercial general liability
- Property insurance
- Environmental liability (if applicable)



- Any other coverage required by Port Authority. Proof of insurance is required prior to lease execution.
- Note: Minimum coverage requirements will be provided on a case-by-case basis and are determined by industry standards and anticipated risk.

#### 13. Evaluation and Proposal Requirements -

- Proposals will be evaluated based on alignment with Port Authority's operational and strategic goals, proposed financial terms, overall economic benefit, and the respondent's operational experience and financial capacity.
- Each proposal should include a detailed development and construction timeline outlining key milestones from lease
  execution to occupancy. Submissions must demonstrate financial capability, operational experience, job creation
  projections, throughput or MAG commitments, capital investment, and overall compatibility with Port Authority's
  objectives.
- Respondents are strictly prohibited from lobbying or offering gratuities to Port personnel during the evaluation process.

#### IV. PROPOSAL SUBMISSION

#### 1. General Disclosures

THIS RFP IS BEING PROVIDED BY THE PORT AUTHORITY AND NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY THE PORT AUTHORITY OR ITS COMMISSIONERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS THAT ANY SUBMISSION CONFORMING TO THE REQUIREMENTS OF THIS RFP WILL BE SELECTED FOR CONSIDERATION, NEGOTIATION, OR APPROVAL. IF LEASED, THE PREMISES WILL BE LEASED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED.

The information contained herein is provided solely for the convenience of the respondent/s to this RFP. It is the responsibility of each respondent to assure itself that information contained herein is accurate and complete. The Port Authority does not provide any warranty, representation, guaranty, or assurance as to the accuracy or completeness of any information contained in this RFP herein.

Any reliance on the information contained herein or on any permitted communications with the Port Authority's commissioners, employees, representatives, or agents shall be at each respondent's own risk. Each respondent is required to rely exclusively on its own investigations, interpretations, and analyses.

The Port Authority shall have no obligation or liability with respect to this RFP or updating this RFP, the selection and the award process, or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of these General Disclosures, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any proposals submitted to the Port Authority pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.



This RFP is made subject to correction of errors, omissions, or withdrawal from the market without notice and does not constitute any kind of offer by or agreement with the Port Authority. Information is for guidance only.

Each respondent is expected to make all disclosures and declarations as requested in this RFP. By submitting a proposal to this RFP, each respondent:

- acknowledges and agrees that the Port Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in such submission.
- ii. authorizes the release to the Port Authority of any and all information sought in such inquiry or investigation.
- iii. certifies that the information contained in its proposal is true, accurate, and complete, to the best of its knowledge, information, and belief; and
- iv. understands and agrees that no property interest or legal right of any kind shall be created at any point during any evaluation or selection process until and unless a written lease agreement has been agreed to and signed by both such respondent and the Port Authority.

Each respondent may submit a modified proposal to replace all or part of a previously submitted proposal up until the RFP due date and time specified herein. Any modifications received after the RFP due date and time may not be considered.

THE PORT AUTHORITY RESERVES THE RIGHT AND MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, REJECT ANY OR ALL PROPOSALS (OR ANY PORTION THEREOF) RESULTING FROM THIS RFP, POSTPONE OR CANCEL THIS RFP AT ANY TIME, RE-ADVERTISE THE OPPORTUNITY TO LEASE THE PREMISES, OR MODIFY OR WAIVE ANY IRREGULARITIES IN THIS RFP.

#### 2. General Instructions

a. **Site Tours and Meetings**. In-person tours of the property will be offered during the second and third weeks of January 2026, providing prospective tenants with the opportunity to view the site and surrounding Ship Channel area firsthand. Additional tours may be arranged upon request. If you are interested in scheduling a site tour and/or a meeting with Port Authority staff or representatives, please email us at <a href="mailto:rganatra@porthouston.com">rganatra@porthouston.com</a> with your availability during that timeframe. We will coordinate a common date and time that accommodates all interested parties.



b. **Virtual Meeting Date**: - A recorded webinar will be held on **January 8, 2026**, to address any questions regarding this opportunity. We invite you to join us at 10:00 AM CST via Microsoft Teams using the following link: <u>Click Here</u>

If you're unable to attend live, the recording will be made available upon request.

- c. Submission, Due date and Delivery. Submit proposals in PDF format via email to: <u>rganatra@porthouston.com</u>. The due date for submission of proposals responding to this RFP is no later than 5:00 P.M. USA Central Standard time on *January 31<sup>st</sup>*, 2026. Absolutely no responses will be accepted after the Due Date.
- d. Virtual Site Tour: For your convenience, a virtual drone tour of the site is also available.
  <u>Click the link</u> to view the aerial footage and gain a visual overview of the property:
- **e. Format**. Each proposal must be submitted electronically and signed by authorized officer and/or person of each respondent.
- **f.** Completeness. Your proposal should sufficiently detail your business proposal in order to present a complete and effective proposal and be written in a concise and readable manner.
- **g.** No Restriction on Competition. Each respondent/s must not engage in any practices with any other party or person that may restrict or eliminate competition or otherwise restrain trade. Violation of this requirement may cause a proposal to be disqualified by the Port Authority. This provision does not preclude respondent joint ventures or engaging subcontractors.
- h. Requests for additional information and questions must be submitted in writing. A respondent who has a question or requires additional information must send their inquiry to <a href="mailto:rganatra@porthouston.com">rganatra@porthouston.com</a>.

  Port Authority staff reserve the right to share both the questions and responses with all interested parties.
- i. **Modifications**. No modifications or addendums will be accepted after the Due Date, unless authorized in writing by the Port Authority, or at the Port Authority's request.
- j. QUIET PERIOD NO LOBBYING AFTER SUBMISSION OF PROPOSAL. Upon submittal of your proposal, neither you nor your employees or agents should contact the Port Authority's staff regarding your proposal or the evaluation and selection process. The Port Authority reserves the right to contact any respondent for clarification after responses have been received. Any respondent who violates this nolobbying rule or otherwise violates the Port Authority's "Guidelines for Port Authority Employee Interaction with Contractors, Consultants, and Vendors," may have their proposal disqualified.



- k. Other Prohibitions. Respondent/s shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any commissioner, officer, employee, or agent of the Port Authority for the purpose of influencing favorable disposition toward either their proposals or other proposals submitted.
- Review. The Port Authority will review all proposals submitted in accordance with this RFP and may evaluate them based in part or whole on its own evaluation criteria. The Port Authority will also evaluate based upon the business model being proposed. The Port Authority reserves the right to request that a respondent clarify its proposal and the right to waive any formalities in considering proposals.
- m. **Reservation of Rights**. The Port Authority retains the sole discretion, and reserves the right, to reject any and all proposals received in response to this RFP and to cancel this RFP.
- n. Negotiations. The Port Authority reserves the right to negotiate further with one or more respondent/s after receipt of proposals. In the event that a selected respondent requests changes to the Port Authority's standard lease form, the Port Authority reserves the right to cancel the award and award the lease to an alternate respondent.
- o. Non-Disclosure. Selected information in proposals may not be disclosed to competing respondent/s until the lease or lease-bid subject to a proposal is awarded, approved by the Port Commission, and executed by the Port Authority.
- p. No Commitment. This RFP is not to be construed as an offer, agreement, or commitment of any kind, nor does it commit the Port Authority to pay for costs incurred in the submission of a proposal or any other costs, unless specifically authorized in writing in advance by the Port Authority by separate written agreement.
- q. **Non-Binding**. A lease resulting from this RFP is not binding until it is approved by the Port Authority's Port Commission in public session, and executed by both the Port Authority and the selected respondent.

#### 3. Proposal Requirements

#### Each proposal must include:

- Company information and contact details
- Proposed use and operations plan
- Financial offer and lease term (not to exceed 50 years)
- Relevant experience and references
- Proposed site capital improvements (if any)
- Timeline for occupancy and operations
- Anticipated job creation (including ILA labor, if applicable)
- Projected throughput and business plan
- Construction timeline from lease execution to occupancy



#### 4. Evaluation Criteria

- Proposals will be evaluated based on:
- Alignment with Port operations and strategic goals
- Financial terms and overall benefit to Port Authority
- Experience and operational capability
- Proposed improvements and investment
- Environmental and community considerations
- Throughput guarantees and job creation
- Partial Site Proposals: Proposals for a portion of the site will be considered, provided they are supported by a well-defined operational plan and do not interfere with access, circulation, or functionality of the remaining site areas designated for other tenants.

#### **Selection and Negotiation**

• Following evaluation, Port Authority will issue acceptance or rejection letters to all proposers. Acceptance of a proposal constitutes preliminary selection, **subject to final negotiations** on lease terms and conditions. Failure to reach an agreement may result in withdrawal of acceptance.

Read and Accepted by this date	, 2025
Respondent:	
Executed By:	
Title:	_

#### **Contact Information**

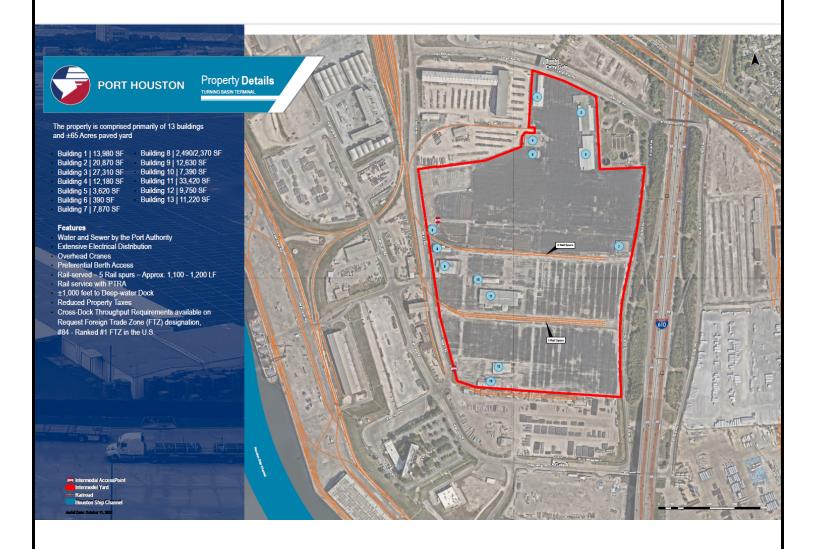
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## **EXHIBIT A**





## EXHIBIT B - Project 11





### Frequently Asked Questions (FAQ)

## About the ±70.85-Acre Rail-Served Industrial Property

#### Q1: What is the MAG requirement?

A: The Minimum Annual Guarantee (MAG) should be proposed by the respondent and may be based on waterborne or rail units per acre. A shortfall payment of \$17 per unit applies if the MAG is not met.

#### Q2: How is throughput measured?

A: Throughput may be measured in tonnage, TEUs, or liquid volume, depending on the type of cargo handled.

#### Q3: What is the maximum lease term allowed?

A: The maximum lease term of 50 years, including the two 5-year extension options, subject to Port approval.

#### Q4: Is the site within a Foreign Trade Zone (FTZ)?

A: Yes, the site is within FTZ 84. Tenants are responsible for activating FTZ status for their operations.

#### Q5: Who is responsible for environmental due diligence?

A: The tenant is solely responsible for conducting all environmental, geotechnical, and soil investigations related to the Premises. Any environmental testing or investigations must be reviewed and approved in advance by the Port Authority; the Tenant may not schedule or perform such testing as part of their due diligence without Port Authority approval.

#### Q6: Can the site be subleased?

A: Subleases, assignments, or transfers require prior written approval from Port Authority.

#### Q7: How do I schedule a site tour?

A: Email rganatra@porthouston.com with your availability in January 2026.

#### Q8: What are the insurance requirements?

A: Tenants must maintain general liability, property, and environmental insurance.

## Q9: Will MAG requirement apply for Permitted Materials handled through Landlord's berths/docks in connection with Premises Permitted Use?

A: Yes

#### Q10. What is the total size of the property?

The site spans approximately  $\pm 70.85$  acres and includes  $\pm 166,120$  square feet of building space across 13 buildings.

#### Q11. Is the property rail-served?

Yes, the property is **rail-served** with **5 rail spurs** totaling approximately **6,000 linear feet**. Rail service is provided by the **Port Terminal Railroad Association (PTRA)**.

#### Q12. How much of the yard is paved?

Approximately  $\pm 65$  acres of the site are paved with asphalt, offering durable and functional yard and circulation areas.

#### Q13. Are there overhead cranes and electrical infrastructure?

The Port Authority makes no guarantee, warranty or representation about the information contained herein. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction



Yes, the site includes **overhead cranes** and **extensive electrical distribution**, supporting a wide range of industrial operations.

#### Q14. Are utilities available on-site?

Yes, water and sewer facilities are available at the property.

#### Q15. Does the site have port access?

Yes, the property offers preferential berth access and is located approximately 1,000 feet from a deepwater dock, providing premier access to the Houston Ship Channel.

#### Q16. What HVAC systems are in place?

The buildings are equipped with various heating and air conditioning systems, including gas heaters, split systems, and packaged units, supporting diverse tenant needs.

#### Q17. Who provides rail service to the property?

Rail service is provided by the **Port Terminal Railroad Association (PTRA)**, which has served the Houston Ship Channel area since 1924. PTRA handles a wide range of commodities including chemicals, grain, plastics, steel, and more.

\*The Port Terminal Railroad Association was formed in 1924 to provide access to the industries along the Ship Channel for railroads entering Houston. PTRA has the capacity to handle numerous commodity groups, and currently handles chemicals, grain, plastic, coke, fuel, steel, food products, industrial products, intermodal, dimensional loads and autos. (https://www.ptra.com/)