ORDINANCE NO. 1269

AN APPROPRIATION ORDINANCE AMENDING THE BUDGET FOR THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013 FOR THE PURCHASE OF A NEW TRUCK

WHEREAS, the City Council approved the budget for the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") on September 18, 2012 per Ordinance No. 12-58; and

WHEREAS, during its regular meeting on September 6, 2012 the PAEDC Board of Directors approved the purchase of a new vehicle; and

WHEREAS, the City of Port Arthur Purchasing Department received four (4) quotes for the purchase of a new truck with the lowest quote from Philpott Motors of Nederland, TX ("Philpott") in the amount of \$16,348.00 for a 2013 Ford F-150 Regular Cab Truck as denoted in Exhibit "A"; and

WHEREAS, sufficient funds are available in the operating reserve of PAEDC to fund this amendment of \$16,348.00, to be added to the Equipment Account (120-1429-582-92.00); and

WHEREAS, the PAEDC Bylaws requires that the City Council approve its budget and budget amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the Budget for the PAEDC be increased by \$16,348.00, to be added to the Equipment Account (120-1429-582-92.00).

Section 3. That Section 2 of Ordinance 12-58 shall be amended to read: That the budget of the City of Port Arthur Section 4A Economic Development Corporation is hereby adopted and approved in the sum of Six Million One Hundred Twenty-Two Thousand Nine Hundred Fifty-Seven Dollars (\$6,122,957).

Section 4. That a copy of the caption of this Ordinance be spread upon the Minutes of the City Council.

Section 5.	That the ord	inance shall	be effective imin	lediately.	}
READ, ADO	PTED AND	APPROVE	O on this	lay of	A.D., 2012
at a Meeting of the	City Counci	l of the City	of Port Arthu	r, Texas, by the	ne following vote
AYES:	$\cdot \mathcal{N}_{0}$	091 Da	Jama a	Page 91	
Mayor <u>Fluncl</u> Councilmembers <u>S</u>	Sast, s	Segle	n, Du	icet,	
Villearn	108)	Free	man)	8 The	mes
NOES: NOES:	l.				
			Dela	is Pain	es .
ATTEST?		_	Deloris "E	Sobbie" Prince	, Mayor
A P	M_{α}				

Page 2

APPROVED:

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

Valecia R./Tizeno, City Attorney

on behalf of

EXHIBIT "A"



CITY OF PORT ARTHUR QUOTE SHEET (Specifications are attached)

c	ity of	-7/		
		Prt /	rthu	
	7			Texas
Date of Reques	t:	-		

September 24, 2012

Department Requesting Quote:

Economic Development Corporation

Equipment Needed:

Truck

Quote Due Date & Time:

Tuesday, September 25, 2012 by 12:00 P.M.

Delivery:

Quotes are to be faxed to (409) 983-8291,

E-mailed to cwilliams@portarthur.net
Delivered to the Purchasing Div., 2nd floor, City Hall.

Questions, Please contact:

Purchasing Manager

Clifton Williams, Purchasing Asst., (409) 983-8161

Amount/Price: \$ 16, 348.00	Make/Model: Ford 2013 F-150 Regular Cab
Truck will arrive in calendar days.	
Company Name Reagan	Signature 85 3 3 44 Phone
Printed Name 1400 Hwy 69 Address 1400 TX 77127	Fax David Reag on Philpott
City, State, Zip Shawna Tubbs, CPPO, CPPB	E-mail Motor, Jen 9-24-12 Date

SPECIFICATIONS FOR THE PURCHASE OF A TRUCK FOR EDC

Minimum requirements are listed below:

19. Width: Minimum 79 inches.

2. 3.7 Liter Engine

20. Wheel Base: Minimum 119 inches

3. 215 Horse Power

21. Payload 1,300 lbs.

4. Air Conditioner

22. Interior: Dark Color

24.

5.. 2 Wheel Drive

23. Receiver Hit Tow Package

6. 3 year 36,000 mile warranty

Minimum Towing Capacity 2,000lbs

7. Automatic Transmission

8. Cruise Control

9. 2 Doors

10. 3 person seating

11. Floor Mats front and back

12. Spare tire full size

13. AM/FM Radio with CD Player

14. Color: White

15. Must be able to receive in 90 days once order is placed.

16. Length: Minimum 205 inches.

17. 6 Foot Bed

18. Height: Minimum 73 inches.

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding. The undersigned offers and agrees to one of the following: I hereby certify that I do not have outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become duc. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due. Firm Name Authorized Signature Name (please print) Email SUBSCRIBED AND SWORN to before me by the above named on this the KRISTEN N. MURDOCK Notary Public

THIS XFFIDAVIT AS PART OF THE BID PROPOSAL

STATE OF TEXAS My Comm. Exp. 11/16/2014

FORM CIQ

OHESTIONNAIRE	ROKWI CIG
CONFLICT OF INTEREST QUESTIONNAIRE	Į.
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his questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	-
his questionnaire reflects changes made to the law by H.B. 1491, 80 Leg., 105	4lotionship
his questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession questionnaire is being filed in accordance with Chapter 176, Local Government Code by a possession question and the person meets requirements under the code of t	the has a business relationship der Section 176.006 (a).
s defined by Section 176.001 (1-a) with a local government. y law this questionnaire must be filed with the records administrator of the local governmental entity not ay after the date the person becomes aware of facts that require the statement to be filed. See Section 176 ay after the date the person becomes aware of facts that require the statement to be filed.	later than the 7th business
ly after the date the person vectors.	
ede. person commits an offense if the person knowingly violates Section 176.006, Local Government Code.	An offense under this
ection is a Class C misdellieard.	
. Name of person who has a business relationship with local governmental entity.	
. Check this box if you are filing an apdate to a previously filed questionnaire.	
. Check this box it you are tising an wood of the Check this box it you are tising an	thority not later than
(The law requires that you file an updated completed questionnaire with the appropriate filing a	Informy nor mass arms
(The law requires that you file an updated completed questionnaire with the appropriate or inaccurately business day after the date the originally filed questionnaire becomes incomplete or inaccurately business day after the date the originally filed questionnaire becomes incomplete or inaccurately business day after the date the originally filed questionnaire becomes incomplete or inaccurately business day after the date the originally filed questionnaire becomes incomplete or inaccurately business day after the date the original or the date of the original or the date of th	
/ DUSTILESS tray activities and the second s	
3. Name of a local government officer with whom filer has employment or business relationship.	
s, Name of a local government	
Name of Officer	•
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additionally the section 176.001 (1-a) and the section 176.001 (1-a) are the section 176.001 (1-a).	filer has an employment ional pages to this Form
CIQ as necessary	a other than investment
A. Is the local government officer named in this section receiving or likely to receive taxable incomincome, from the filer of the questionnaire?	ic, date: than process.
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investmedirection of the local government officer named in this section AND the taxable income is not receive taxable income.	ent income, from or at the eccived from the local
governmental entity? Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect Officer serves as an officer or director, or holds an ownership of 10 percent or more?	to which the local government
	this section.
D. Describe each employment or business relationship with the local government officer named in	
1-24-12	
Signature of person doing business with the governmental entity Date	
Signature of beison doing poemess	

Shawna Tubbs, CPPO, CPPB

Purchasing Manager



CITY OF PORT ARTHUR QUOTE SHEET (Specifications are attached)

Date of Request:	September 24, 2012		
Department Requesting Quote:	Economic Development Corporation		
Equipment Needed:	Truck		
Quote Due Date & Time:	Tuesday, September 25, 2012 by 12:00 P.M.		
Delivery:	Quotes are to be faxed to (409) 983-8291, E-mailed to cwilliams@portarthur.net Delivered to the Purchasing Div., 2 nd floor, City Hall.		
Questions, Please contact: Clifton Williams, Purchasing Asst., (409) 983-8161			
Amount/Price: \$ 14,550.	Make/Model: Dopa & 1500		
Truck will arrive in <u>40-90</u>	_ calendar days.		
DALLAL Dop as Company Name Sect Stull Printed Name	Signature 214-319-1285 Phone		
11550 LB5 Fwy Address	Z14-315-1306 Fax		
Descuis II 7528 City, State, Zip	E-mail Estall@ GroupZauto.com		

Date

SPECIFICATIONS

FOR

THE PURCHASE OF A TRUCK FOR EDC

Minimum requirements are listed below:

6- Cylinder

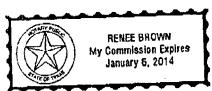
- 19. Width: Minimum 79 inches.
- 3.7 Liter Engine 2.
- 20. Wheel Base: Minimum 119 inches
- 3. 215 Horse Power
- 21. Payload 1,300 lbs.
- 4. Air Conditioner
- 22. Interior: Dark Color
- 5.. 2 Wheel Drive
- 23. Receiver Hit Tow Package
- б.
- 3 year 36,000 mile warranty 24. Minimum Towing Capacity 2,000lbs
- Automatic Transmission
- 8. Cruise Control
- 9. 2 Doors
- 3 person seating
- Floor Mats front and back
- *12*. Spare tire full size
- AM/FM Radio with CD Player
- Color: White
- Must be able to receive in 90 days once order is placed.
- Length: Minimum 205 inches. 16.
- 17. 6 Foot Bed
- Height: Minimum 73 inches.

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AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding. The undersigned offers and agrees to one of the following: I hereby certify that <u>I do not have</u> outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become Date
Dir Gov Sales
Title STATE: COUNTY: DILLING SUBSCRIBED AND SWORN to before me by the above named __

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL



CONFLICT OF INTEREST QUESTIONNAIRE For Vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
1. Name of person who has a business relationship with local governmental entity.
2. Check this box if you are filing an update to a previously filed questionnaire.
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3. Name of a local government officer with whom filer has employment or business relationship.
Name of Officer
Name of Officer
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
Yes No
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?
Yes Y No
D. Describe each employment or business relationship with the local government officer named in this section.
9-13-2012
Signature of person doing business with the governmental entity Date

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Bidder, and/or Contractor furnish the City of Port Arthur the required information specified in Bid or Proposal Specifications listed in this Bid Package.

All bids meeting the intent of this request for bid will be considered for award. BIDDERS TAKING EXCEPTION TO THE SPECIFICATIONS, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE BID. The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the City of Port Arthur.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

BID AWARD: The City of Port Arthur will review all bids for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible bidder who submits the best value bid.

The City reserves the right to:

- 1. Reject any and all bids and to make no award if it deems such action to be in its best interest.
- 2. Award bids on the lump sum or unit price basis, whichever is in the best interest of the City.
- 3. Reject any or all bids and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City.
- 4. Award bids to bidders whose principal place of business is in the City of Port Arthur and whose bid is within 5% of the lowest bid price, as provided by Section 271.905 of the Texas Government Code.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this ITB, the terms "Bid" and Proposal" shall be equivalent.

Bidders are cautioned to read the information contained in this ITB carefully and to submit a complete response to all requirements and questions as directed.

<u>CONFLICT OF INTEREST</u>: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Port Arthur.

<u>MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS</u>: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1. Be able to comply with the required or proposed delivery schedule.
- 2. Have a satisfactory record of performance.
- 3. Have a satisfactory record of integrity and ethics.
- 4. Be otherwise qualified and eligible to receive an award.
- 5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.

- 6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
- 7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Port Arthur Purchasing Manager. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time.

PORT ARTHUR PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Port Arthur as its principal place of business must have an official business address (office location and office personnel) in Port Arthur, the principal storage place or facility for the equipment shall be in Port Arthur and/or the place of domicile for the principal business owner(s) shall be in Port Arthur or such other definition or interpretation as is provided by state law. Contractors outside the City of Port Arthur are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

<u>PURCHASE ORDER</u>: A purchase order(s) shall be generated by the City of Port Arthur to the successful bidder. The purchase order number must appear on all itemized invoices.

<u>INVOICES</u>: All invoices shall be mailed directly to the City of Port Arthur, Attn.: Economic Development Corporation P.O. Box 1089, Port Arthur, Texas 77641.

<u>PAYMENT</u>: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Port Arthur is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

<u>VENUE</u>: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Port Arthur, Texas, Jefferson County.

<u>COMPLIANCE WITH LAWS</u>: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

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<u>DELINQUENT PAYMENTS DUE CITY</u>: The City of Port Arthur Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this ITB.

<u>QUANTITIES</u>: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Port Arthur for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Port Arthur, Port Arthur, TX 77640

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

<u>CONTRACTOR'S OBLIGATIONS</u>: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Port Arthur the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written bid proposal and information obtained verbally, the vendor is specifically advised that the written bid proposal will prevail in the determination of the successful bidder.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Port Arthur before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

<u>CARE OF WORK</u>: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

<u>SUB-CONTRACTS</u>: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Port Arthur written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

- 1. Commercial General Liability occurrence type insurance City of Port Arthur, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
- 2. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Port Arthur. Contractor shall also file with the City of Port Arthur valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Port Arthur not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

<u>CELL PHONE OR PAGER</u>: The Contractor must have a working cell phone or pager available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.



Date of Request:

CITY OF PORT ARTHUR QUOTE SHEET (Specifications are attached)

September 24, 2012

Department Requesting Quote:	Economic Development Corporation
Equipment Needed:	Truck
Quote Due Date & Time:	Tuesday, September 25, 2012 by 12:00 P.M.
Delivery:	Quotes are to be faxed to (409) 983-8291, E-mailed to <u>cwilliams@portarthur.net</u> Delivered to the Purchasing Div., 2 nd floor, City Hall.
Questions, Please contact:	Clifton Williams, Purchasing Asst., (409) 983-8161
* Price does not include Amount/Price: \$ 17,162.0	e fees for tax, Title and licenses ** Make/Model: Food F-150 2013
Truck will arrive in90	calendar days.
ANcleason Ford Company Name	Signature Signature
Printed Name	281.592-26// Phone
P.O. Box 1148 Address	281-593-1040 Fax
Clevel And, TX. 77 City, State, Zip	1328 rreynolds Danders on ford mercury. Com E-mail
Shawna Tubbs, CPPO, CPPB Purchasing Manager	9/25/2012

Page 1 of 9

Dealer: F52152

Page: 1 of 1

2013 F-150 Order No: F021 Priority: K4 Ord FIN: QP362 Order Type: 5B Price Level: 315

PO Number:

Ord PEP: 100A Cust/Flt Name: PORT AURTHUR

RETAIL DLR INV

F1C	F150 4X2 R/C		61 X	XL PLUS PACKAGE
	126" WHEELBASE	•	58B	AM/FM SINGLE CD
ΥŽ	OXFORD WHITE		508	CRUISE CONTROL
				NEW TAIPS

A VINYL 40/20/40 MY KEY

FRT LICENSE BKT S STEEL GRAY INT

535 TRAILER TOW PKG 100A EQUIP GRP SP DLR ACCT ADJ XL SERIES

SP FLT ACCT CR .17" GREY STEEL FUEL CHARGE 99M 3.7L V6 FFV ENG

NC B4A NET INV FLT OPT 446 ELEC 6-SPD AUTO NC DEST AND DELIV · • • • •

:P235 BSW A-T NC TOTAL BASE AND OFTIONS XI9 3.55 REG AXLE NC .

TOTAL 6450# GVWR

Or leaster sher trans ** *This is not an invoice*

CO 826 GALPTÂNK COURT JAMES OF MENTERS OF THE SECOND OF TH

F2=Return to Order Fl=Help

F5=Add to Library F4=Submit

S099 - PRESS F4 TO SUBMIT

Anderson Fond Robert Reynolds

F3/F12=Veh Ord Menu

SPECIFICATIONS

FOR

THE PURCHASE OF A TRUCK FOR EDC

Minimum requirements are listed below:

1. 6- Cylinder

19. Width: Minimum 79 inches.

2. 3.7 Liter Engine

20. Wheel Base: Minimum 119 inches

3. 215 Horse Power

21. Payload 1,300 lbs.

4. Air Conditioner

22. Interior: Dark Color

5. 2 Wheel Drive

23. Receiver Hit Tow Package

6. 3 year 36,000 mile warranty

24. Minimum Towing Capacity 2,000lbs

7. Automatic Transmission

8. Cruise Control

9. 2 Doors

10. 3 person seating

11. Floor Mats front and back

12. Spare tire full size

13. AM/FM Radio with CD Player

14. Color: White

15. Must be able to receive in 90 days once order is placed.

16. Length: Minimum 205 inches.

17. 6 Foot Bed

18. Height: Minimum 73 inches.

Page 2 of 9

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding. The undersigned offers and agrees to one of the following: I hereby certify that I do not have outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due. I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become STATE: COUNTY: Liber SUBSCRIBED AND SWORN to before me by the above named _

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

Page 3 of 9

November 25, 2013



CITY OF PORT ARTHUR QUOTE SHEET (Specifications are attached)

Date of Request:	September 24, 2012		
Department Requesting Quote:	Economic Development Corporation		
Equipment Needed:	Truck		
Quote Due Date & Time:	Tuesday, September 25, 2012 by 12:00 P.M.		
Delivery:	Quotes are to be faxed to (409) 983-8291, E-mailed to cwilliams@portarthur.net Delivered to the Purchasing Div., 2 nd floor, City Hall.		
Questions, Please contact:	Clifton Williams, Purchasing Asst., (409) 983-8161		
Amount/Price: \$ 19,929	Make/Model: Polye Ran 1500		
Truck will arrive in	_ calendar days.		
Alex Samuels Cheples Dad Company Name	geleg Ram Kielfelleng) Signature		
Kick Danna Printed Name	(409) 983-5171 #203		
8181 MEMBRIA/Blud (Hu Address	1(A) (40A) ABB-14A7 Fax		
Pont Anthun, Tx 77.	1640 rdanna@assag.ne+		
Shawna Tubbs, CPPO, CPPB Purchasing Manager	9/25/12 Date		

Page 1 of 9

SPECIFICATIONS

FOR

THE PURCHASE OF A TRUCK FOR EDC

Minimum requirements are listed below:

6- Cylinder Width: Minimum 79 inches. 3.7 Liter Engine 20. Wheel Base: Minimum 119 inches 3 215 Horse Power 21. Payload 1,300 lbs. Air Conditioner Interior: Dark Color 2 Wheel Drive Receiver Hit Tow Package 3 year 36,000 mile warranty 24. Minimum Towing Capacity 2,000lbs Will. Automatic Transmission 8. Cruise Control the vehicle being submitted fou bid is a 2013 Podge Ram Tradesman. It will have a 4.7 liter 8 cylinder 2 Doors 3 person seating Floor Mats front and back I am also sending a peint-out with all standard features on this vehicle. Spare tire full size AM/FM Radio with CD Player It was a better value than the text mone). Color: White Must be able to receive in 90 days once order is placed. Thank you so much for the opportunity. 16. Length: Minimum 205 inches. 6 Foot Bed Rick Danna Height: Minimum 73 inches. en goard about the delay page 2 of 9

our notoes was not here. Had to find one.

AFFIDAVIT

officer of the company whose signature is binding.
The undersigned offers and agrees to one of the following:
I hereby certify that <u>I do not have</u> outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.
I hereby certify that <u>I do have</u> outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.
I hereby certify that <u>I de have</u> outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.
Allen hamuch Charles Padre Jeeo Ram applie
Firm Name Commencia / Freet Man
Authorized Signature Title Hick Danna First Daws (409) 983-511 203
Name (please print) Telephone
raanna @ abag. net
Email /
STATE: ILXAS
COUNTY: JEPYEVSON
SUBSCRIBED AND SWORN to before me by the above named <u>Vich Danna</u>
on this the 35 day of Sept 20 13.
SHANA DAVIDSON Notory Public, State at Texas My Commission Expires August 02, 2016
DESCRIPTION OF THE PROPERTY AND ASSESSMENT OF THE PROPERTY OF

Page 3 of 9

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Standard Features - DS1L61-1500 REG TRADESMAN 4X2 (12	J in WB 6 FT 4 IN box)
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BAB	160 Amp Atternator
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WFP	17X7.0 Steel Wheels
NEW	
	28 Gallon Fuel Tank
SCF	
	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
MERCHEN STREET, LEAST CONTROL OF THE PROPERTY	
DG1	6-Spd Autometic 65RFE Transmission
	TO THE REPORT OF THE PROPERTY
BCN	730 Amp Meintenance Free Battery
HAA	Air Conditioning
RSU	Audio Jack Input for Mobile Devices
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X82	Door Parts Module
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	Front Bumper Sight Shields
	Front Heavy Duly Shock Absorbers
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Standard Features - DS1L61-1500 REG TRADESMAN 4X2 (12	O io M/P C ET A IN E
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MCL	Gray Upper Fascia
CME	Halogen Quad Headlamps
NMC	
	Heavy Duty Engine Cooling
LA6	
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PATERIAL SITURNAL ASSESSMENT AND PROPERTY AND ASSESSMENT AND ASSESSMENT ASSES	Locking Tallgate
JP8	Manual Adjust Seats
JF8	Manual Windows
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JKY	Power Accessory Delay
MSZ	Ram 1500 Badge
LCH	Rear Dome Lamp
	Rear Heavy Duty Shock Absorbers
	THE SHARING HAND SHEET OF THE SHEET HAS A SHEET OF THE SH
MPP	Rear Wheel Spats
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	Sentry Key Theft Deterrent System
XMF	Speed Topland
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CJ1	Supplemental Frt Seat Side Air Bens
365 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Supplemental Stde Air Bags
SUA	Tilt Steering Column
Report Gonerated On September 25, 2012 9:38 AM	Tinted Glass Windows



CLEVELAND

his about higher standards, lower prices and good ployle

13872 US 59 South P.O. Box 1148 Cleveland, TX 77328 Phone: (281) 592-2611 Fax: (281-593-0401

Fax Transmittal Form Number of Pages (including cover): -Message: CONFIDENTIAL INFORMATION: This facsimile contains information that is confidential or privileged, or both. It is intended for the use of the individual or entity named on this cover sheet. Any disclosure, copying, distributing or use of this information by any person other than the intended recipient is prohibited. If you have received this facsimile in error, please notify us by telephone immediately

ni (800) 924-1697.