

RESOLUTION NO. 10-119

**A RESOLUTION APPROVING THE AWARDED OF A BID
BY THE CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION AND
AUTHORIZING THE EXECUTION OF A CONTRACT TO
TREY VILLEMEZ D/B/A TREY'S TRACTOR SERVICES
FOR GRASS CUTTING SERVICES OF THE PORT
ARTHUR SPUR 93 BUSINESS PARK**

WHEREAS, on March 22, 2010 the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") approved the grass cutting services in the amount of \$11.40 per acre by Trey Villemez d/b/a Trey's Tractor Service for the Port Arthur Spur 93 Business Park located at 9555 W. Port Arthur Road; and

WHEREAS, City of Port Arthur, Texas (the "City"), acting by and through its procurement department, provided the bid solicitation, advertisement, review of bids and recommendation of award for the mowing of the PAEDC Spur 93 Business Park, a copy of the bid tab is attached as **Exhibit "A"**; and

WHEREAS, pursuant to Section 8.19 of the PAEDC Bylaws, the PAEDC has to submit contracts to the City Council for review and approval. The grass cutting contract between the PAEDC and Trey Villemez d/b/a Trey's Tractor Service is set forth in **Exhibit "B"** to this Resolution.

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

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

Section 2. That the City Council authorizes the City Port Arthur Section 4A Economic Development Corporation to award a bid to Trey Villemez d/b/a Trey's Tractor Service for grass cutting services for the Port Arthur Spur 93 Business Park.

Section 3. That the grass cutting contract between the PAEDC and Trey Villemez d/b/a Trey's Tractor Service is set forth in **Exhibit "B"** to this Resolution.

READ, ADOPTED AND APPROVED on this 6th day of April A.D., 2010, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Prince; Mayor Pro Tem Segler;
Councilmembers Chatman, Albright, Flood,
Beard, Wise and Henderson.

NOES: None.

Deloris Prince
DELORIS "BOBBIE" PRINCE, MAYOR

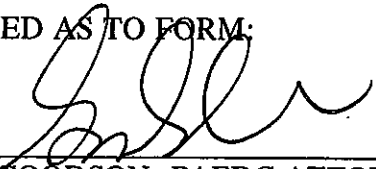
ATTEST:

Terri Hanks
TERRI HANKS, CITY SECRETARY

APPROVED:

Floyd Batiste
FLOYD BATISTE, PAEDC CEO

APPROVED AS TO FORM:



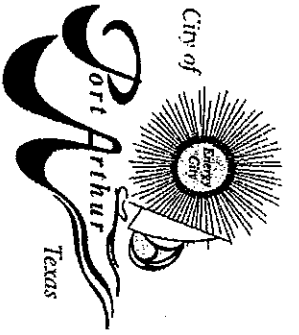
GUY N. GOODSON, PAEDC ATTORNEY

APPROVED AS TO FORM:



VALECIA R. TIZENO, CITY ATTORNEY

EXHIBIT "A"



**CITY OF PORT ARTHUR TEXAS
Bid Tabulation**

Mowing of EDC Business Park

Bid Opening Date: March 3, 2010

| | | | Name of Bidders | | | |
|----------|-----------------------------|----------|----------------------|------------------------|------------------------|-----------------------------------|
| Item | Description | UOM | North Star Unlimited | Trey's Tractor Service | Steven Hanna Farm Acct | Affordable Lawn & Tractor Service |
| 1. | Mowing of EDC Business Park | Per Acre | Cost \$ 13.87 | Cost \$ 11.75 | Cost \$ 15.00 | Cost \$ 13.25 |
| Location | | | Beaumont, TX | Port Arthur, TX | Port Arthur, TX | Port Arthur, TX |

| Name of Bidders | | | | | | |
|-----------------|-----------------------------|----------|----------------------|---------------------------|-------------------------------------|-------------------------------|
| Item | Description | UOM | Sandra's Enterprises | Moore Land Management LLC | Rock'n J On-Site Wastewater Systems | D-S Landscape Solutions, Inc. |
| 1. | Mowing of EDC Business Park | Per Acre | Cost \$ 16.00 | Cost \$ 16.90 | Cost \$ 15.50 | Cost \$ 16.75 |
| Location | | | Port Arthur, TX | Hackberry, LA | Beaumont, TX | Beaumont, TX |

Shawna Tubbs
Shawna Tubbs, Purchasing Manager

3/3/10
Date

EXHIBIT "B"

**CONTRACT FOR THE MOWING OF THE CITY OF PORT ARTHUR
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION SPUR 93
BUSINESS PARK**

THIS CONTRACT, made this day 6th of ~~March~~, April, 2010, by and between the **City of Port Arthur Section 4A Economic Development Corporation**, organized under the laws of the State of Texas (the "OWNER") and **Trey Villemez d/b/a Trey's Tractor Service** (the "CONTRACTOR").

In consideration of the payment terms, conditions and agreements set forth herein, OWNER and CONTRACTOR agree as follow:

1. The term of this Contract shall be from April 6, 2010 to April 6, 2011.
2. The Contractor will perform mowing and trimming and removal of litter and debris at the Port Arthur EDC Business Park as stated in the Contract Documents.
3. During the term of this Contract, the Contractor will furnish at his own expense all of the materials, supplies, tools equipment, labor and other services necessary to connection therewith, excepting those supplies specifically not required of Contractor in the Specifications.
4. The CONTRACTOR agrees to perform all the work described in the specifications and contract documents and to comply with the terms therein for the cost of \$11.40 per acre.
5. The term "Contract Documents" means and includes the following:
 - a. Contract
 - b. Advertisement for Bids
 - c. Addenda (if any)
 - d. General Information
 - e. Specifications
 - f. Bid
 - g. Notice of Award
6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in (2 copies) each of which shall be deemed as original on the date first above written.

Signed on the 9th day of April, 2010.

City of Port Arthur Section 4A
Economic Development Corporation

Floyd Bateste

ATTEST

L. O'Brien

Signed on the 14th day of April, 2010.

Trey Villemez d/b/a Trey's Tractor Service

Trey Villemez

ATTEST

[Signature]

DELORIS "BOBBIE" PRINCE, MAYOR
ELIZABETH "LIZ" SEGLER, MAYOR PRO TEM

COUNCIL MEMBERS:

JACK CHATMAN, JR.
MORRIS ALBRIGHT, III
MARTIN FLOOD
JOHN BEARD, JR.
ROBERT E. WILLIAMSON
D. KAY WISE
THOMAS J. HENDERSON



STEPHEN FITZGIBBONS
CITY MANAGER

TERRI HANKS
CITY SECRETARY

VAL TIZENO
ACTING CITY ATTORNEY

FEBRUARY 15, 2010

**INVITATION TO BID
MOWING OF GRASS IN THE PORT ARTHUR EDC BUSINESS PARK**

DEADLINE: Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, March 3, 2010.** (The clock located in the City Secretary's office will be the official time.) All bids received will be read aloud at **3:15 p.m. on Wednesday, March 3, 2010** in the City Council Chambers, City Hall, 5th Floor, Port Arthur, TX.

MARK ENVELOPE: *MOWING OF EDC BUSINESS PARK*

DELIVERY ADDRESS: Please submit two (2) complete copies of your bid to:

CITY OF PORT ARTHUR
CITY SECRETARY
P.O. BOX 1089
PORT ARTHUR, TEXAS 77641

CITY OF PORT ARTHUR
CITY SECRETARY
444 4TH STREET, 4th Floor
PORT ARTHUR, TEXAS 77640

POINTS OF CONTACT:

Questions concerning the **Invitation to Bid** should be directed to:

City of Port Arthur, TX
Shawna Tubbs, Purchasing Manager
P.O. Box 1089
Port Arthur, TX 77641
409.983.8160
Shawna@portarthur.net


Questions concerning the **Scope of Work** should be directed to:

City of Port Arthur, TX
Floyd Batiste, CEO
Port Arthur EDC
4173 39TH Street
Port Arthur, TX 77642
409.963.0579
fbatiste@paedc.org

The enclosed INVITATION TO BID (ITB) and accompanying GENERAL INSTRUCTIONS, CONDITIONS SPECIFICATIONS, are for your convenience in submitting bids for the enclosed referenced services for the City of Port Arthur.

Bids must be signed by a person having authority to bind the firm in a contract. Bids shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed ITB submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted ITB submittals will not be accepted.


Shawna Tubbs
Purchasing Manager

INVITATION TO BID

MOWING OF GRASS IN THE PORT ARTHUR EDC BUSINESS PARK

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___ this time only ___ not this commodity/service only

(To be Completed ONLY IF YOU DO NOT BID.)

| | Yes | No |
|--|--------------------------|--------------------------|
| Does your company provide this product or services? | <input type="checkbox"/> | <input type="checkbox"/> |
| Were the specifications clear? | <input type="checkbox"/> | <input type="checkbox"/> |
| Were the specifications too restrictive? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the City pay its bills on time? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you desire to remain on the bid list for this product or service? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does your present work load permit additional work? | <input type="checkbox"/> | <input type="checkbox"/> |
| Comments/Other Suggestions: | | |
| | | |

| | |
|-------------------------|------------|
| Company Name: | |
| Person Completing Form: | Telephone: |
| Mailing Address: | Email: |
| City, State, Zip Code: | Date: |

**MANDATORY
PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference between Representatives of the City of Port Arthur, Texas and prospective bidders for **Mowing of grass in the Port Arthur EDC Business Park** will be held at **10:00 a.m. Wednesday, February 24, 2010** located at **9555 West Port Arthur Road**.

The purpose of the Mandatory Pre-Bid Conference is to make certain that the scope of work is fully understood, to answer any questions, to clarify the intent of the Contract Documents, and to resolve any problems that may affect the project construction. No addendum will be issued at this meeting, but subsequent thereto, the Purchasing Manager, if necessary, will issue an addendum(s) to clarify the intent of the Contract Documents.

Bids received from firms or individuals not listed on the roll of attendees of the Mandatory Pre-Bid Conference will be rejected and returned unopened to the bidder.

CITY OF PORT ARTHUR

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.

The intent of this INVITATION TO BID (ITB) is to provide bidders with sufficient information to prepare SEALED BIDS IN DUPLICATE for furnishing:

MOWING OF GRASS IN THE PORT ARTHUR EDC BUSINESS PARK

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.

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.

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.

The award shall be made to the responsible vendor(s) whose bid is determined to be lowest offer, taking into consideration the relative importance of price, conformance to specifications and capability and experience of the contractor.

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.

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

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

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

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public moneys 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.

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. Addenda will be mailed to all who are known to have received a copy of the ITB. Offeror's shall acknowledge receipt of all addenda.

BONA FIDE BUSINESS THAT CLAIMS THE CITY OF PORT ARTHUR AS ITS

PRINCIPAL PLACE OF BUSINESS: The official business address (office location and office personnel) shall be a Port Arthur address, 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.

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

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

INVOICES: All invoices shall be mailed directly to the City of Port Arthur, Attn.: EDC, 4173 39TH Street, Port Arthur, Texas 77642.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Port Arthur.

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

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

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

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

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

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

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

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

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

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

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

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.

EXPERIENCE & CAPABILITY: Bidder shall include the following information to describe the experience and capability factors of the company:

1. Number of years in operation.
2. Largest project currently in effect with a business.
3. Number of employees currently employed, their job titles, and their job descriptions.
4. Equipment currently owned or leased by your company.
5. Be otherwise qualified and eligible to receive an award.
6. Other companies that you contracted with.
7. If a company wants to receive the award for more than one group, the company must show that it has the equipment and employees to handle more than one group.

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

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

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

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

1. 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.

CELL PHONE OR PAGER: 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.

**SPECIFICATIONS FOR
THE MOWING OF GRASS IN THE PORT ARTHUR EDC BUSINESS
PARK**

The Port Arthur Economic Development Corporation Business Park is located at 9555 W. Port Arthur Road.

Contractors will be cutting 228 acres.

The Port Arthur EDC will call the contractor to cut the grass on an as needed basis. EDC estimates three cuts for the year. It may be more.

Work must be completed within seven calendar days of issuance, unless the Port Arthur EDC grants an extension.

THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE OPTION BY THE CITY TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR PERIODS.



CITY OF PORT ARTHUR, TEXAS

ADDENDUM NO. ONE (1)

DATE: March 1, 2010

Economic Development Corporation

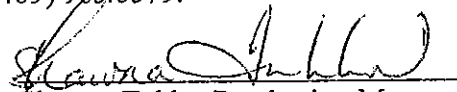
Bid Proposal For: Mowing of EDC Business Park

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

- 1. All debris must be picked up before cutting.**

If you have any questions you can contact, Yolanda Scypion-Goudeaux, Purchasing Assistant, (409) 983.8177 or Floyd Batiste, CEO, (409) 963.0579.


Shawna Tubbs, Purchasing Manager

CITY OF PORT ARTHUR, TEXAS
BID SHEET

BID FOR: Mowing of EDC Business Park

BID OPENING DATE: March 3, 2010

DESCRIPTION PRICE PER ACRE

MOWING PAEDC BUSINESS PARK \$ 11.75

Receipt of addenda is acknowledged:

No. 1 Dated March 1, 2010 Received March 2, 2010

Trey's Tractor Service
COMPANY NAME

6166 Terry Lane
STREET ADDRESS

Percy J. Villemez III
SIGNATURE OF BIDDER

P.O. BOX

Percy J. Villemez III
(PRINT OR TYPE NAME)

Port Arthur, Texas 77640
CITY STATE ZIP

Owner
TITLE

409-728-0194
AREA CODE TELEPHONE NO.

treyvillemez@yahoo.com
EMAIL

W ONE
AREA CODE FAX NUMBER

BID OPENING DATE: MARCH 3, 2010

**CITY OF PORT ARTHUR
INSTRUCTIONS TO BIDDER**

Bidders are requested to furnish their complete REMIT TO ADDRESS and TAX IDENTIFICATION NUMBER as indicated below:

REMIT PAYMENT TO:

COMPANY Trey's Tractor Service
ADDRESS 6166 Terry Lane
CITY/STATE/ZIP Port Arthur, Texas 77640

SEND PURCHASE ORDER TO:

COMPANY Trey's Tractor Service
ADDRESS 6166 Terry Lane
CITY/STATE/ZIP Port Arthur, Texas 77640
TAX IDENTIFICATION NUMBER 451-73-5220

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:

X I hereby certify that **I do not have** outstanding debts with the City of Port Arthur. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Trey's Tractor Service 3-2-10
Firm Name Date

Trey Villemez Owner
Authorized Signature Title

Trey Villemez (409) 728-0194
Name (please print) Telephone

Trey Villemez @ yahoo.com
Email

STATE: Texas
COUNTY: Jefferson

SUBSCRIBED AND SWORN to before me by the above named Trey Villemez
on this the 2nd day of March, 2010.



Dana Hamm
Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By Law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person who has a business relationship with local governmental entity.

Perry Joseph Villomez III

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Perry J Villomez III
Signature of person doing business with the governmental entity

3-1-10
Date