

RESOLUTION NO. 13-333

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT WITH SANDRA'S ENTERPRISES, INC., OF PORT ARTHUR, TEXAS, FOR GRASS CUTTING SERVICES AT THE SPUR 93 BUSINESS PARK, IN THE NOT TO EXCEED AMOUNT OF \$12,000. FUNDS AVAILABLE IN ACCOUNT NUMBER 120-1429-582.59-02.**

**WHEREAS**, on July 8, 2013 the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") approved the award of a bid for grass cutting services at the Spur 93 Business Park in the amount of \$10.00 per acre submitted by Sandra's Enterprises, Inc.; and

**WHEREAS**, the City of Port Arthur, Texas (the "City"), acting by and through its Purchasing Division, provided the bid solicitation, advertisement, bid review and recommendation of award for the mowing of the PAEDC Spur 93 Business Park (a copy of the bid tabulation 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; and

**WHEREAS**, the bid price of \$10.00 per acre, in a not to exceed amount of \$12,000, for a period of one (1) year from the date of execution of the contract, with an option to renew for (2) additional one year periods.

**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 City Council authorizes the PAEDC to enter into a contract with Sandra's Enterprises, Inc., for grass cutting services for the Port Arthur Spur 93 Business Park, in substantially the same form as attached hereto as Exhibit "B".

**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 09 day of May A.D., 2013, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Williamson  
Councilmembers Scott, Segler, Albright, Irsey, Lewis, Freeman and Thomas.

NOES: None.

Deloris Prince  
Deloris "Bobbie" Prince, Mayor

ATTEST:

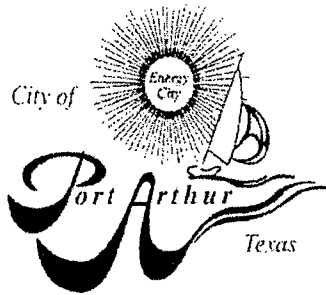
Sherri Bellard  
Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste  
Floyd Batiste, PAEDC CEO



# **EXHIBIT “A”**



**CITY OF PORT ARTHUR TEXAS  
Bid Tabulation**

**MOWING OF EDC BUSINESS PARK ON SPUR 93**

**May 8, 2013**

Item #	UOM	Description	Name of Bidder				
			Sandra's Enterprises, Inc.	U.B. Construction	Affordable Lawn & Tractor Service	Joey's Tractor Service	Imperial Enterprises
1	Per acre	Mowing EDC Business Park	\$10.00	\$35.00	\$25.00	\$11.75	\$55.00
Location			Port Arthur	Port Arthur	Port Arthur	Port Arthur	Port Arthur

*Yolanda Scypion-Goudeaux*  
 Yolanda Scypion-Goudeaux, Purchasing Assistant

5/8/13  
 Date

# **EXHIBIT “B”**

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

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION**, organized under the laws of the State of Texas, (the "PAEDC" or OWNER) and **SANDRA'S ENTERPRISES, INC.**, Port Arthur, Texas. ("CONTRACTOR").

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

1. The term of this Contract shall be for a period of one (1) year from the date of execution, with an option to renew for two (2) additional one year periods. The PAEDC can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with ten (10) days written notice.
2. The Contractor will perform mowing, trimming, and removal of litter and debris at the OWNER's Spur 93 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 and in connection therewith, excepting those supplies specifically not required of CONTRACTOR in the Specifications set forth in the Contract Documents.
4. The CONTRACTOR agrees to perform all the work described in the specifications of the Contract Documents and to comply with the terms therein for the cost of \$10.00 per acre, in a not to exceed amount of \$12,000.
5. The term "Contract Documents" means and includes the following:
  - 1) Agreement
  - 2) Advertisement for Bids
  - 3) Addenda (if any)
  - 4) Specifications
  - 5) General Information
  - 6) Bid
  - 7) Notice to Proceed
6. This Agreement 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, duplicate copies of the contract each of which shall be deemed an original on the first above written.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
Kaprina Frank, Board President

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**CONTRACTOR:  
SANDRA'S ENTERPRISES, INC.**

\_\_\_\_\_  
CITY SECRETARY

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

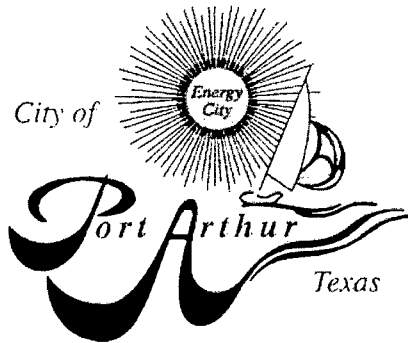
Title: \_\_\_\_\_



DELORIS "BOBBIE" PRINCE, MAYOR  
WILLIE "BAE" LEWIS, MAYOR PRO TEM

COUNCIL MEMBERS:

RAYMOND SCOTT, JR.  
ELIZABETH SEGLER  
MORRIS ALBRIGHT III  
HAROLD L. DOUCET, SR.  
ROBERT E. WILLIAMSON  
DERRICK FREEMAN  
KERRY "TWIN" THOMAS



FLOYD T. JOHNSON  
CITY MANAGER

SHERRI BELLARD  
CITY SECRETARY

VAL TIZENO  
CITY ATTORNEY

APRIL 23, 2013

**INVITATION TO BID**  
*Mowing EDC Business Park*

**DEADLINE:** Sealed Bid submittals must be received and time stamped by **3:00 p.m., Central Standard Time, Wednesday, May 8, 2013.** (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, May 8, 2013** in the City Council Chambers, City Hall, 5<sup>th</sup> Floor, Port Arthur, TX. You are invited to attend.

**MARK ENVELOPE:** *Business Park*

**DELIVERY ADDRESS:** Please submit one (1) original and one (1) copy of your bid to:

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

or

CITY OF PORT ARTHUR  
CITY SECRETARY  
444 4TH STREET, 4<sup>th</sup> Floor  
PORT ARTHUR, TEXAS 77640

**POINTS OF CONTACT:**

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

City of Port Arthur, TX  
Yolanda Scypion-Goudeaux, Purchasing Assistant  
P.O. Box 1089  
Port Arthur, TX 77641  
[Yolanda@portarthur.net](mailto:Yolanda@portarthur.net)

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

City of Port Arthur, TX  
Floyd Batiste, CEO  
Port Arthur EDC  
4173 39<sup>th</sup> Street  
Port Arthur, TX 77642  
[fbatiste@paedc.org](mailto: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, CPPO, CPPB  
Purchasing Manager

**MANDATORY  
PRE-BID CONFERENCE**

A **Mandatory** Pre-Bid Conference between Representatives of the City of Port Arthur, Texas and prospective bidders for **Mowing of EDC Business Park for Economic Development Corporation will be held on Thursday, May 2, 2013 at 10:00 a.m. at the EDC Business Park 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.

**INVITATION TO BID  
MOWING OF EDC BUSINESS PARK**

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

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

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

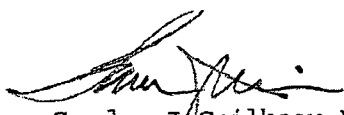
<b>Company Name:</b>	
<b>Person Completing Form:</b>	<b>Telephone:</b>
<b>Mailing Address:</b>	<b>Email:</b>
<b>City, State, Zip Code:</b>	<b>Date:</b>

**Specification for Mowing EDC Business Park:**

1. The Port Arthur Economic Development Corporation Business Park is located at 9555 West Port Arthur Road.
2. Contractors will be cutting approximately 228 acres.
3. 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.
4. Work must be completed within seven calendar days of issuance, unless the Port Arthur EDC grants an extension.
5. Extensions may be granted due to inclement weather or to unforeseeable events that are not caused by the contractor.
6. Equipment blades are to be sharpened so that grass will be cut low.
7. Contractors will be responsible for damages to sprinkler system or damages City properties and/or structures.
8. All litter and debris shall be picked up prior to mowing and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into smaller pieces by the mower.
9. Litter and debris shall be disposed of properly, off site, at the Contractor's expense.
10. Litter and debris shall be defined as an object not intentionally placed at project site for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building materials, disposable diapers and cigarette butts found on the grounds and all objects found in trash receptacles. This shall also include items produced from a maintenance task such as mowing and/or landscaping.
11. Sweep or blow clean all sidewalks and/or concrete areas affected by work. No grass clippings shall be placed or blown into City's Drainage Culverts or in the streets.
12. Entrance roads, approaches, and/or driveways are to be maintained, where applicable.
13. Contactor shall neatly trim (cut and/or use a weed-eater), along sidewalks, curbs.

- 14. Acreage of property will decrease as Business Park is developed. Contractors are not responsible for the newly developed property.
- 15. Ruts caused by contractor' equipment shall be filled at contractor's expense.

*This Contract will terminate approximately twelve (12) months from date of execution with the option to renew two (2) additional one year periods. The City can terminate this contract at its convenience which includes, but is not limited to, funding not being available in any budget cycle with thirty (30) days written notice.*



Sandra J. Guilbeau President  
Signature of Bidder

06May2013

Date

Sandra's Enterprises, Inc.

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.

**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 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.

**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, P.O. Box 1089, Port Arthur, Texas 77641.

**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, 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.



**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, 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.

**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.

**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 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. Standard Worker's Compensation Insurance:
2. 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.
3. 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.

CITY OF PORT ARTHUR, TEXAS  
BID SHEET

BID FOR: *Mowing of EDC Business Park*


BID DUE DATE: May 8, 2013

DESCRIPTION PRICE PER ACRE

Mowing of EDC Business Park \$ 10.00

Sandra's Enterprises, Inc  
COMPANY NAME

2951 W Highway 365, Port Arthur, TX 77640  
STREET ADDRESS

  
SIGNATURE OF BIDDER

PO Box 292, Nederland, TX 77627-0292  
P.O. BOX

Sandra J Guilbeau  
PRINT OR TYPE NAME

Same As Above  
CITY STATE ZIP

President  
TITLE

409-736-0443  
AREA CODE TELEPHONE NO

senterpriseinc@sbcglobal.net  
EMAIL

409-736-0089  
FAX NO.

BID OPENING DATE: May 8, 2013

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 Sandra's Enterprises, Inc.

ADDRESS PO Box 292

CITY/STATE/ZIP Nederland, TX 77627-0292

SEND PURCHASE ORDER TO:

COMPANY Same as above

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TAX IDENTIFICATION NUMBER 76-0440992

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:

XX 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.

Sandra's Enterprises Inc

Firm Name

Date

[Signature]

President

Authorized Signature

Title

SANDRA J Guilbeau

(409) 722-7939

Name (please print)

Telephone

senterpriseinc@sbcglobal.net

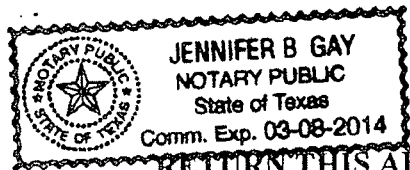
Email

STATE: TEXAS

COUNTY: JEFFERSON

SUBSCRIBED AND SWORN to before me by the above named SANDRA Guilbeau

on this the 19 day of APRIL, 2011



[Signature]  
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, 80<sup>th</sup> 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<sup>th</sup> 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 7<sup>th</sup> 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

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. \_\_\_\_\_  
Signature of person doing business with the governmental entity Date



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## REFERENCES & CONTACT PERSONS

A.G.C. JEFF CO CHAPTER	B. MOORHEAD	409 835-6661	04 YEARS
CITY OF PORT ARTHUR CITY HALL	L. MCMAHON	409 983-8187	12 YEARS
CITY OF PORT ARTHUR WATER UTILITIES	K. ELDRIDGE	409 983-8575	06 YEARS
ENTERGY (GSU SABINE PLANT)	R. SMITH	409 734-3264	02 YEARS
TOTAL PETROCHEMICAL COMPANY	L. SMITH	40 963-6833	10 YEARS
JEFFERSON CO COURTHOUSE	R. WILLMAN	409 835-8511	11 YEARS
ORANGE CO APPRAISAL DIST	P. SANDERSON	409 745-4777	12 YEARS
EIOR FACILITY/US DEPT JUSTICE	M. JOHNSON	318 335-0713	07 YEARS
CITY OF BEAUMONT CITY HALL	B. BEADLE	409 880-3720	06 YEARS
CITY OF BEAUMONT POLICE DEPT	B. BEADLE	409 880-3720	06 YEARS
ENTERGY DISTRIBUTION DIVISION	W. ONEIL	40 785-2453	03 YEARS
ENTERGY TRANSMISSION DIVISION	M. MANLEY	409 347-5062	03 YEARS
CITY OF PT ARTHUR PARKS DIVISION	L. BAKER	409983-5619	10 YEARS
TOTAL PETROCHEMICAL CO	B. HICKMAN	409 963-6811	10 YEAR
CITY OF HOUSTON BUILDING SRV	A. JACKSON	713 437-6841	03 YEARS
CITY OF HOUSTON BUILDING SRV	D. GONZALES	713 437-6572	03 YEARS
US DEPT OF TRANS/MARITIME ADM	A. WILLIAMS	409 722-3433	01 YEAR
EXXONMOBIL PETROCHEMICALS	J. PEVETO	409 757-3474	09 MONTHS