

RESOLUTION NO. 17-156

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR LANDSCAPING AND IRRIGATION MAINTENANCE AT THE SPUR 93 BUSINESS PARK WITH AFFORDABLE LAWN & TRACTOR SERVICE OF PORT ARTHUR, TEXAS, IN THE AMOUNT OF \$28,500.00. PAEDC FUNDING ACCOUNT NO. 120-1429-582.59-02.

WHEREAS, on June 5, 2017, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") approved the quote for landscaping and irrigation maintenance at the Spur 93 Business Park to Affordable Lawn & Tractor Service ("Affordable") at an annual cost of \$28,500; and

WHEREAS, a PAEDC representative reviewed all quotes submitted for this project; and

WHEREAS, quotes were submitted by Affordable and MS Services; and

WHEREAS, MS Services was disqualified due to lack of performance of landscaping and irrigation maintenance services; and

WHEREAS, the PAEDC Board of Directors recommends awarding the contract for landscaping and irrigation maintenance to Affordable based on cost and prior performance of landscaping and irrigation maintenance service in the amount of \$28,500 for a period of 1 year, with an option to renew for two additional 1-year periods (Exhibit "A").

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 of the City of Port Arthur approves the award of the quote and authorizes execution of a contract between PAEDC and Affordable for landscaping and irrigation maintenance of the Spur 93 Business Park in the amount of \$28,500 for a period of 1 year, with an option to renew for two additional 1-year periods. (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 20th day of June A.D., 2017, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Freeman; Mayor Pro Tem Jones,
Councilmembers Scott, Kinlaw, Doucet, Lewis,
Moses and Frank

NOES: none

ATTEST:

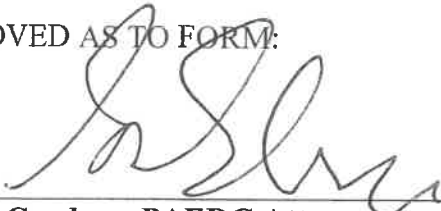

Derrick Freeman, Mayor


Sherri Bellard, City Secretary On Behalf of

APPROVED:

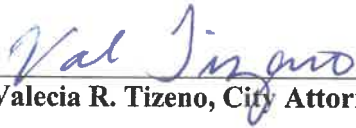

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

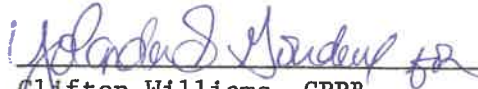


Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizeno, City Attorney



Clifton Williams, CPPB
Purchasing Manager

AGREED TO:

Affordable Lawn & Tractor Services

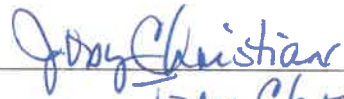
By: 
Print Name: Jody Christian

EXHIBIT "A"



CITY OF PORT ARTHUR TEXAS
Bid Tabulation

EDC Business Park Landscaping and Irrigation

May 12, 2017

Item #	UOM	QTY	Description	Affordable Lawn and Tractor Service		MS Services	
				Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
1	MTH	12	Mowing EDC Business Park	\$1,641.67	\$19,700.04	Disqualified	
2	MTH	12	Irrigation Maintenance and Repairs	\$733.33	\$8,799.96	Disqualified	
Total				\$28,500.00		Disqualified	
Location				Port Arthur		Port Arthur	

Yolanda Scypion
Yolanda Scypion, Purchasing Assistant

5/23/17
Date

**CONTRACT FOR THE GRASS CUTTING MAINTENANCE OF
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION BUSINESS PARK ON HIGHWAY 93
IN THE CITY OF PORT ARTHUR, TEXAS**

THIS CONTRACT, made the day _____ of _____ June 2017, 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 **Jody Christian d/b/a Affordable Lawn and Tractor Service**, 2101 Highway 73, Port Arthur, Texas (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 June ____, 2017 to June ____, 2018, with an option to renew for two (2) additional one (1) year periods.
2. The CONTRACTOR will perform mowing, trimming and removal of litter and debris at the OWNER'S Highway 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 and equipment, labor and other services necessary to 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 of the work described in the Specifications of the Contract Documents and to comply with the terms therein for the annual cost not to exceed \$28,500 and the payments will be prorated monthly.
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, duplicate copies of the Contract each of which shall be deemed an original on the first above written.

Signed on the ____ day of _____, 2017.

**City of Port Arthur Section 4A
Economic Development Corporation**

President

ATTEST:

Secretary

Signed on the ____ day of _____, 2017.

**Jody Christian d/b/a Affordable Lawn
And Tractor Service**

By: _____
Jody Christian



CITY OF PORT ARTHUR
QUOTE SHEET
(Specifications are attached)

Date of Request: May 8, 2017
Bid Number: P17-040
Department Requesting Quote: EDC
Services Needed: Economic Development Corporation Business Park Landscape and Irrigation Maintenance
Quote Due Date & Time: Friday, May 12, 2017 by 3:00 P.M.
Delivery: Quotes are to be faxed to (409) 983-8291,
E-mailed to volanda.goudeaux@portarthurtx.gov
Delivered to the Purchasing Div., 2nd floor, City Hall.
Questions, Please contact: Yolanda Scypion-Goudeaux, Purchasing Asst., (409) 983-8177

ITEM#	QUANTITY	UOM	DESCRIPTION	MONTHLY COST	ANNUAL COST
1.	12	MTH	Landscape Services	\$ 1641.67	\$ 19,700.04
2.	12	MTH	Irrigation Maintenance and repairs	\$ 233.33	\$ 8799.96
TOTAL COST					\$ 28,500.00

Affordable Lawn and Tractor Service
Company Name

Joy Christen
Printed Name

2301 Highway 73
Address

Port Arthur, TX, 77640
City, State, Zip

Yolanda Goudeaux for
Clifton Williams, CPPB, Acting Purchasing Manager

Joy Christen
Signature
(409) 736-0505 home
(409) 548-2382 cell Business
Phone (409) 332-6777 personal cell.

Fax

jolynne40@aol.com
E-mail

May 11, 2017
Date

Specifications For
Economic Development Corporation Business Park Landscape and Irrigation Maintenance

Scope of Work:

The contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, fuel and service, to perform and complete all work in an efficient and workman-like manner as specified in the following:

General checkup every 2 months to include:

1. Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufactures specifications, by inspection the entire system on as ongoing basis.
2. Adjusting nozzles, rotors & bubblers for proper coverage.
3. Check for leaks in system.
4. Check for valves that may be sticking.
5. Check filters in pop up sprayers.
6. Check control panels for proper times of watering, frayed wires, wasp nest, ants and overall condition.
7. Check to ensure that all heads & valve covers are at proper height to ensure that no damage will occur by mowing equipment.

Every 4 months to include:

1. Flush entire system manually at each valve.
2. Check each valve to ensure that it is working properly.
3. Inspect backflow device for leaks.
4. Generate a written report for each inspection performed & submit to EDC office.
5. All sprinkler heads & components of the sprinkler system will be replaced with original parts.
6. Any damages to the sprinkler system by contractor must be reported to EDC office and must be replaced at contractor's expense.
7. **Must be licensed irrigator.**
8. No subcontractors.

EDC BUSINESS PARK LANDSCAPE MAINTENANCE

PART 1 - GENERAL:

1.01 DESCRIPTION

- A. This section specifies the requirements for providing landscape maintenance including:
1. Mowing, edging and trimming of turf areas.
 2. Pruning of trees.
 3. Weed, cultivation and cleaning of tree dish.
 4. Application of fertilizers, insecticides and herbicides.
 5. General site cleanup, removal of trash and by-products of maintenance in landscape areas and streets.

1.02 INTENT OF LANDSCAPE MAINTENANCE:

The Contractor shall provide Owner with a project site that is attractive in appearance and shall keep plant materials and lawns in a healthy and vigorous condition using accepted horticultural standards.

1.03 CONTRACTORS PERFORMANCE:

The Contractor shall perform all work required to fulfill the intent of this section. The workmen shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the way of the mainstream of the users. The Contractor shall provide all employees with the same uniform clearly identifying the company. In general, the Contractor's presence on the site shall be as inconspicuous as possible.

This is a one (1) year contract with the option to renew for two (2) additional one (1) year periods. The City can terminate this contract at its convenience which includes, but not limited to, funding not being available in any budget cycle with thirty (30) days written notice.

1.04 ***NEGLECT AND VANDALISM:***

- A. Turf or plants that are damaged or killed due to Contractor's operations, negligence or chemicals shall be replaced.
- B. Structures that are damaged due to the Contractor's operations shall be replaced.
- C. Damage to or thefts of landscaping installations not caused or allowed by the Contractor shall be corrected at Owner expense upon receipt of Owner written authorization to proceed.

1.05 ***SUBMITTALS:***

- A. Shop Drawings Product Data, Samples and Record Documents of these specifications, the following shall be submitted:
 - 1. Manufacturer's data including product specifications, application instructions and precautions if any are necessary.
 - 2. Chemical manufacturer's written application instructions.

PART 2 - PRODUCTS:

2.01 ***SOIL PRODUCTS:***

- A. **Mulch:** Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants. Mulch shall be well rotted, shredded pine bark mulch, black or dark brown in color.

2.02 ***CHEMICALS:***

- A. ***Pre-emergence Weed Control:*** Eptam 5-6 by Greenlight Products Company, San Antonio, Texas 78217, or approved equal.
- B. ***Herbicide:*** Roundup by Monsanto, St. Louis, Missouri, or approved equal.
- C. ***Insecticides:***
 - 1. Ortho Isotox by Ortho Consumer Products Division, Chevron Chemical Company, San Francisco, California 94119, or approved equal.
 - 2. Ortho Diazinon by Ortho Consumer Products Division, or approved equal.
 - 3. Borer Killer by Greenlight Company, San Antonio, Texas 78217, or approved equal.
- D. ***Fire Ant Control:*** Amdro, or approved equal.
- E. ***Tree, Groundcover and Shrub Fertilizer:*** Agriform 20-10-5 formula 21-gram tablets or granular or approved equal. Apply in accordance with manufacturer's written instructions.
- F. ***Tree and Shrub Deep Feeding Fertilizer:*** Agriform stakes or tablets. Apply in accordance with manufacturer's specification to trees and shrubs existing prior to landscape installation.
- G. ***Turf Fertilizer:*** Balanced 15-15-15 lawn fertilizer. Apply at 10 pounds per 1,000 square feet.

H. ***Fungicide:***

1. Systemic Fungicide with Benomyl by Greenlight Products, San Antonio, Texas 78217.
2. General Purpose Fungicide with manganese and zinc by Greenlight Products.

- I. ***Supplemental Fertilizer for Acid Loving Plants, Trees and Shrubs:*** Magno soil acidifier with iron, zinc and sulfur by Magnolia Seed Companies of Texas, P.O. Box 22560, Dallas, Texas 75265. Apply as directed on bag.

2.03 ***STAKES AND GUYS:***

- A. ***Tree Stakes:*** Shall be 7'-0" long Metal "T" stakes.

2.04 ***MACHINERY:***

Machinery requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.

- A. ***Lawn Mowers:*** Rotary or reel in good working order, finely tuned to protect the turf from excessive exhaust fumes. Blades shall be sharp.
- B. ***Turf Edgers:*** Rigid or flexible blade producing a fine clean edge where turf meets walkways, pavements, curbs, headers or buildings.
- C. ***Fertilizer Spreaders:*** Cyclone. No visible overlapping of applications will be permitted.
- D. ***Deep Root Feeder:*** Ross by Ross Daniels, Incorporated, Des Moines, Iowa 50265.
- E. ***Pruning Tools:*** Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.

PART 3 - *EXECUTION:*

3.01 ***TREES:***

- A. Maintain staking and guying of trees at all times and shall be responsible for any damage to trees caused by chafing or breakage of foliage or limbs coming in contact with stakes, ties, guys, eyebolts or bracing materials. Replace broken plant stakes and ties as needed. Where ties are too tight, replace or adjust them.
- B. Remove suckers from trees in accordance with the Schedule of Article 3.09.
- C. Edge, weed, fertilize, mulch, and aerate tree saucers in accordance with the Schedule of Article 3.09.

- D. Prune and shape trees in accordance with the Schedule of Article 3.09. Prune out dead wood as per Texas Nursery and Landscape Association standards.
- E. Control trees insects in accordance with the Schedule of Article 3.09.
- F. Control disease in accordance with the Schedule of Article 3.09 by either spraying, pruning, and/or removing disease damaged plant material.
- G. Deep water trees in accordance with the Schedule of Article 3.09 with Ross deep root feeder using water only.

3.02 ***TREE SAUCERS:***

- A. Weed tree saucers in accordance with the Schedule of Article 3.09. Maintain tree saucers at existing size of circumference in a neat circle. Mulch depth shall be two inches. Apply mulch in accordance with the Schedule of Article 3.09.

3.03 ***TURF MAINTENANCE:***

- A. ***Mowing:*** During periods of cool weather, mow at 1-1/2 inches. During hot weather, the cut shall be not lower than 2 in. from the soil. Do not scalp the lawn or cut more than one half the existing top growth in one mowing. Remove or catch the clippings. Do not allow clippings to remain on lawn surface more than four hours. For newly seeded turf areas, mows in accordance with the Schedule of Article 3.09 when soil is firm enough to support equipment without making ruts.

All street curbs shall be edged and mowed within a 20ft. setback from all curbs throughout the Business Park. This shall include weeding areas around all sprinklers, signs, fire hydrants, manhole covers, lift station, and meter boxes. The frontage area of the Business Park must be mowed, edged and maintained from the property-line marker to marker including the drainage ditch area parallel to West Port Arthur Road (Spur 93) curb approximately one half (1/2) mile in distance with a setback of seventy five (75) feet from Spur 93 curb, include mowing of Jade Avenue.

Ruts caused by contractor's equipment shall be filled at contractor's expense.

- B. ***Watering:*** The established turf should not be kept wet but should dry out somewhat between watering. A twice weekly watering is good under regular conditions, but during the months of May through the end of September, water three times per week. In very hot weather, apply fast watering with fine spray. In shaded areas caused by trees or shrubs, water more frequently. If lawn wilts (shows grey-brown) water more frequently.
- C. ***Fertilizing:*** Fertilize in accordance with the Schedule of Article 3.09, at manufacturer's recommended rate.
- D. ***Weed Control:*** Use extreme care in the use of chemicals for weed control. Apply chemicals after the turf is well established and in a vigorous condition. Broadleaf weeds such as malva, dandelion and plantain can be controlled with applications of selective and recommended herbicides. Always follow label directions fully and carefully; wash sprayer carefully after using herbicides. All vegetation growing through pavements, expansion joints, and pavement joints using chemical or machine methods.

- E. ***Insects:*** Control insects with applications of insecticides at the manufacturer's recommended rate.
- F. ***Diseases:*** Where they first appear, spray for diseases with a commercial chemical, in accordance with the manufacturer's recommendations.

3.04 ***CONTROL OF WEEDS:***

- A. Weeds include, but are not limited to, Johnson Grass, Nut Grass, and Poison Ivy.
- B. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts. Areas to be sprayed shall be approved by Owner. Application rate shall be as recommended by the manufacturer.
- C. Apply pre-emergent weed killer in accordance with manufacturer's recommendation and in accordance with the Schedule of Article 3.09.

3.05 ***USE OF HERBICIDES, INSECTICIDES, STERILANTS, POISON AND ANIMAL TRAPS:***

- A. The Contractor may use such herbicides, insecticides, sterilants, poison and animal traps as necessary and advantageous in its grounds maintenance activities. Herbicides, insecticides, sterilants, and animal traps shall be used responsibly and complying with Federal, State, and Local laws and regulations. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products or equipment or both. Owner retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison, or animal trap that he may judge to be undesirable for any reason. Pesticides included in this Contract shall not require a license or shall not be restricted for use under Texas or federal law. Pesticides shall not carry any state or federal restrictions.
- B. Products, like weed oil, leaving an undesirable residue or odor shall not be used.
- C. Owner shall be notified prior to application and advised of any danger associated with the use of these products.
- D. After Owner approval, apply insecticides in accordance with the Schedule of Article 3.09. The insect control program shall include slugs and snails and advance preventive spraying for twig borers. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.
- E. After Owner approval, apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases or treat cuts on exposed surfaces of trees for disease and pest control on turf and trees.

3.06 ***GENERAL CLEAN UP:***

- A. Contractor shall dispose of waste materials or refuse from his operations except where agreement is reached with Owner.
- B. Plant growth shall be prevented in cracks in walks and paved areas, expansion joints, and curb joints.

- C. Leaves, pine needles, papers, grass clippings or other debris shall be removed in accordance with the Schedule of Article 3.09 as noted under Litter Pickup.
- D. Litter pickup shall include all debris and litter occurring within the limits of right-of-way. Litter pickup and trash can content removal shall be in accordance with Schedule of Article 3.09, under Litter Pickup.
- E. Mulch beds shall be cleaned of all debris and litter. Mulch which has been scattered outside of mulch bed or has been washed outside of mulch bed by rain shall be removed so that the areas around mulch beds are always clean and neat.
- F. Cleanup shall include removal of all trash from on site containers. Contractor shall supply trash can liners.

3.07 ***SCHEDULE:***

- A. The Contractor shall provide Owner with a written schedule on the first day of each month detailing all work to be performed for that month.
- B. All work under this Section shall be performed in accordance with the attached Schedule of Article 3.09.

3.08 ***GUARANTY AND REPLACEMENT:***

- A. ***Guaranty:*** All plants provided by contractor shall be guaranteed for a period of one year from the date of written acceptance and shall be alive and in satisfactory growth at the end of the guaranty period. Plants damaged or killed as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operation or occupancy of building are not covered by the guaranty. Where Contractor sees any such damage, he shall list item and location and report to Owner.
- B. ***Replacement:*** At any time during the guaranty period, any dead plant shall be replaced within 3 weeks of Owner's request. At the end of the guarantee period any plant that is dead; or 50% or more of the main branch structure dead; or not in satisfactory growth as determined by Owner shall be removed from the site and shall be replaced as soon as normal conditions for planting permit. **Plants which die at no fault to the Contractor shall be replaced at a price and size agreed on by Owner and Contractor prior to the replacement.**
- C. ***Emergency Plan:*** An emergency plan may be invoked as a result of excessive growth and/or if the contractor is unable to handle the work load. The City reserves the right to utilize additional contractors in any area to reduce the health hazard from excessive growth and contractor's inability to handle the workload in a timely manner. Contractors should report immediately to the CEO of Economic Development, Floyd Batiste, all equipment failures, breakdowns, and rain days in writing within twenty-four (24) hours. Additional mowing can be assigned to other contractors to help alleviate backlogs.

3.09 LANDSCAPE MAINTENANCE FREQUENCY SCHEDULE:

OPERATION	FREQUENCY												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Prune Trees	1	1									1		3
Pre-Emergent Herbicide			1			1			1			1	4
Tree Deep Fertilization		1							1				2
Turf Mowing	2	2	4	4	4	4	4	4	4	4	2	2	40
Turf Fertilization			1			1			1			1	4
Weed Tree Dishes	2	2	4	4	4	4	4	4	4	4	2	2	40
Mulch/Aerate	1			1					1				3
Sucker Removal				1	1	1	1	1					5
Insect Control			1		1		1		1		1		5
Litter Pickup	2	2	4	4	4	4	4	4	4	4	2	2	40
Disease Control			1		1		1		1		1		5
Edging	2	2	4	4	4	4	4	4	4	4	2	2	40
Tree Deep Watering							1		1				2

Equipment List

<i>Equipment</i>	<i>Qty</i>	<i>Size of Cutting Deck</i>
Bush Hog	<u>2</u>	<u>60" 60" 60"</u>
Zero Turn or Riding Mower	<u>3</u>	<u>50' 60"</u>
Weedeater	<u>6</u>	N/A
Hedge Trimmers	<u>3</u>	N/A
Walk Behind	<u>3</u>	N/A
Chainsaw	<u>2</u>	N/A
Blower	<u>3</u>	N/A
Edger	<u>1</u>	N/A


Signature of Proposer

May 11, 2017
Date

THIS PAGE MUST BE SUBMITTED WITH YOUR BID FORM.

NON-COLLUSION AFFIDAVIT

CITY OF PORT ARTHUR

§
§

STATE OF TEXAS

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Jody Christian

Printed Name:

Jody Christian

Title:

Owner

Company:

Affordable Lawn and Tractor Service

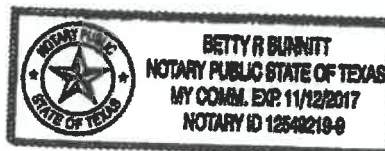
Date:

May 11, 2017.

SUBSCRIBED and sworn to before me by the above named Jody Christian on this the 11 day of May, 2017.

Betty R. Burnett
Notary Public in and for the
State of Texas

My commission expires: 11/12/2017



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.

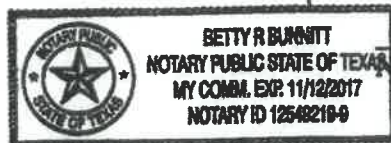
☐ I hereby certify that I do have outstanding debts with the City of Port Arthur and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Affordable Lawn and Tractor Service May 11, 2017
Firm Name Date
Jody Christian Owner
Authorized Signature Title
Jody Christian (409) 736-0505
Name (please print) Telephone
jodync40@aol.com
Email

STATE: Texas

COUNTY: Jefferson

SUBSCRIBED AND SWORN to before me by the above named Jody Christian
on this the 11 day of May, 20 17.



Betty R. Barnett
Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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


N/A

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity5/11/12
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 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. 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.