AGENDA REQUEST

CAPTION: Bid # 13-018

In accordance with City of Pasadena Resolution #2009-125 (Local Bidders Place of Business), staff is requesting award of a contract to Pasadena Auto Collision, 2112 Southmore, Pasadena, TX 77502 for Vehicle Body Repair & Painting Service in accordance to specifications for a period of one (1) year, with an option of two (2), one (1) year extensions in 2014 & 2015.

RECOMMENDATIONS & JUSTIFICATION:

Invitations to bids were mailed and posted electronically for Vehicle Body Repair & Painting on June 9, 2013. Three (3) bids were received.

Texas Local Government Code, Section 271.9051 allows a municipality, under certain circumstances, to enter into a contract for purchases with a bidder whose bid is within 5 percent of the lowest bid and whose principal place of business is in the municipality.

Pasadena Auto Collision has met all the requirements as set forth in Resolution #2009-125.

Staff recommends awarding the contract to Pasadena Auto Collision for Vehicle Body Repair and Painting Service.

Estimated Annual Expenses: $84,000 ($10,000 from remainder of FY13, balance out of FY14)

COUNCIL ACTION

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APPROVED:

| Margaret Long                |                  |
| Controller Certification     |                  |

| City Attorney                |                  |
| Mayor                        |                  |

DEFERRED:
ORDINANCE NO. 2013-14

An Ordinance authorizing and approving a contract between the City of Pasadena, Texas and Pasadena Auto Collision for vehicle body repair and painting service for the City of Pasadena for a period of one year.

WHEREAS, Section 271.9051 of the Texas Local Government Code allows the City of Pasadena, Texas to enter into a contract for less than $100,000.00 with a contractor whose principal place of business is within the City and whose bid is within 5% of the lowest bid received by the City; and

WHEREAS, the proposed contract with Pasadena Auto Collision is for less than $100,000.00 (One Hundred Thousand Dollars); and

WHEREAS, the competitive sealed bid received from Pasadena Auto Collision, 2112 Southmore, Pasadena, Texas 77502, is within 5% of the lowest bid price received by the City from a bidder who is not a resident of the municipality; and

WHEREAS, Pasadena Auto Collision, 2112 Southmore, Pasadena, Texas 77502, whose principal place of business is in the City of Pasadena, Texas offers the City the best combination of contract price and additional economic development opportunities for the municipality created by the award of this contract, including the employment of residents of the City of Pasadena and increased tax revenues to the City which is also set forth in the recommendations and justification section of the foregoing agenda request and the attached Local Bidder Preference Claim Form; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:
SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Pasadena Auto Collision of Texas for vehicle body repair and painting service for the City of Pasadena for a period of one year beginning on or about the date of final City Council approval, with an option of two, one-year extensions in 2014 and 2015, according to specifications as set forth in Notice to Bidders and bid/proposal of Pasadena Auto Collision received pursuant thereto on July 9, 2013, is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, and the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that
this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)
PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 13th day of August, A. D., 2013.
APPROVED this the 13th day of August, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST: 
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED: 
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 20th day of August, A. D., 2013.
APPROVED this the 20th day of August, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST: 
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED: 
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS
ORDINANCE NO. 2013-114

CONTRACT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement is made and entered into this 13th day of August, A. D., 2013, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Pasadena Auto Collision of Texas (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for vehicle body repair and painting service for the City of Pasadena for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one year extensions in 2014 and 2015, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on July 9, 2013, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the

EXHIBIT "A"
parties hereto agrees to carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver vehicle body repair and painting service to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications not to exceed a total of $100,000.00 during the one year term of this agreement or any one year term of any renewal of this agreement.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days' written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.
In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

[Signature]
JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

[Signature]
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

[Signature]
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS $
COUNTY OF HARRIS $

This instrument was acknowledged before me on the 28 day of August, 2013 by JOHNNY ISBELL as MAYOR of the City of Pasadena, Texas.

[Signature]
CONNIE JO SMITH
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: Connie Jo Smith

ATTEST:  

Rick Hernandez  
Administrator  

THE STATE OF TEXAS  
COUNTY OF HARRIS  

PASADENA AUTO COLLISION  

This instrument was acknowledged before me on the 27th day of August, 2013 by Cesar Benavidez, the manager of PASADENA AUTO COLLISION, a corporation, on behalf of said corporation.

Veronica D. Barrera  
Notary Public and for  
THE STATE OF TEXAS  
Name: Veronica H. Barrera  

My Commission expires:
### Invitation for Bids (IFB)

- **MAILING DATE**: June 9, 2013
- **TITLE**: VEHICLE BODY REPAIR & PAINTING
- **NUMBER**: 13-018
- **CLOSING DATE & TIME**: July 8, 2013 by 4:00 PM CST

#### PRE-BID DATE, TIME AND LOCATION
n/a

#### NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL
PASADENA AUTO COLLISION

#### TAXPAYER IDENTIFICATION NUMBER
83-0381545

#### NO BID: If not submitting a bid, state reason below and return one copy of this form

#### Mailing Address
212 Southmore Av.

#### CITY-STATE-ZIP
PASADENA TEXAS 77502

#### PH:
713-475-84-00

#### FX:
713-475-84-10

#### EMAIL:
PASADENA AUTO COLLISION @YAHOO.COM

#### WEB ADDRESS:

#### TOTAL BID AMOUNT:

- Delivery: Calendar days after receipt of Purchase Order:
  - ____ days (ARO)

#### Bids are firm for Acceptance for 90 days
Yes [ ] No [ ] Other [ ]

#### Payment Terms:
____ %, net ____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City’s discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

#### AUTHORIZED SIGNATURE

- **DATE**: 07/1/2013
- **PRINTED NAME/TITLE**: CESAR BENAVIDES MGR.

Please initial by all that apply. I acknowledge receipt of the following addendum:

- Addendum #1 [ ]
- Addendum #2 [ ]
- Addendum #3 [ ]
- Addendum #4 [ ]

Please note the following:
- This page must be completed and returned with your bid
- Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- Bids received after the above closing date and time will not be accepted.
NOTICE TO BIDDERS
BID NO. 13-018

The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

VEHICLE BODY REPAIR & PAINTING

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before 4:00pm Monday, July 8, 2013 in the Office of the City Secretary, 1211 Southmore Ave., Room 115, Pasadena, Texas 77502. Bids will be publicly opened and read on July 9, 2013 at the 10:00 AM CST City Council meeting.

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.ci.pasadena.tx.us. If you do not have Internet access, you may obtain the documents by calling DemandStar by Onvia at (800) 711-1712 and request document number # 13-018 or contact the Purchasing Office at 1211 Southmore, Pasadena, Texas, 77502, (713) 475-5532.

IFBs may be either mailed or hand delivered to the City Secretary's Office, 1211 Southmore, Room 115, Pasadena, TX 77502. Any IFB's received after the above stated time will be returned to the bidder unopened.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the City.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the City Secretary's Office prior to the date and time specified above. Receipt of a bid/proposal in any other City office does not satisfy this requirement.

Published in the Pasadena Citizen & City Website

Publish: June 9, 2013 & Publish: June 16, 2013
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CITY OF PASADENA
PURCHASING OFFICE

STANDARD PURCHASE DEFINITIONS (IFB)

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.

7. Bids are responses to an Invitation for Bids.

8. City means the City of Pasadena, a Texas home-rule municipal corporation.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

22. Services include all work or labor performed for the City on an independent contractor basis other than construction.

23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
GENERAL REQUIREMENTS FOR BIDS

These instructions are standard for all contracts for commodities or services issued through the City of Pasadena Purchasing Department. General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL CONDITIONS OR OTHER DATA CONTAINED HEREIN.

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. TERM CONTRACTS
   The CITY of PASADENA acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the specifications under PERIOD OF CONTRACT.

2. ANTI-LOBBING PROVISION
   DURING THE PERIOD BETWEEN THE BID MAILING DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

   THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S BID.

3. POTENTIAL CONFLICTS OF INTEREST
   An outside consultant or contractor is prohibited from submitting a bid for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

4. GOVERNING FORMS
   In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW
   This bid solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE
   Any agreement resulting from this IFB shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the IFB in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)
   The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act (Pub.L. 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.
8. INTERLOCAL PARTICIPATION

8.1. The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

8.2. In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

8.3. Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

8.4. Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA

When specifications are revised, the CITY OF PASADENA Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

11. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the CITY OF PASADENA to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. The CITY OF PASADENA shall act as sole judge in determining equality and acceptability of products offered.

12. RECYCLED MATERIALS

CITY OF PASADENA encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. CITY OF PASADENA will be the sole judge in determining product preference application.

13. INSPECTIONS & TESTING

City of Pasadena reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

14. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

15. BID FORM COMPLETION

Unless otherwise specified, Bidders must use the bid forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the bidder should sign the Bid Sheet. The contract will be binding only when signed by the CITY OF PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.
16. **SCANNED OR RE-TYPED RESPONSE**  
If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications as published shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. **BID RETURNS including ALTERNATE BIDS**  
Bidder shall return one (1) "ORIGINAL" and one (1) "COPY" of the sealed bid in a sealed envelope or package of comparable size. Please cut out and affix the bid label on page 51 to the outermost mailing envelope (UPS, USPS, FEDEX, etc...) of your bid to ensure proper delivery!  

Only one Bid per envelope. Alternate Bids shall be in a separate envelope and marked as Alternate Bid.

Bidders must return all completed bids to:

City of Pasadena  
City Secretary's Office  
1211 Southmore, Suite 115  
Pasadena, Texas 77502

by the date and time specified. **Late bids will not be accepted** and will be returned to Bidders unopened.

18. **SUPPLEMENTAL MATERIALS**  
Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

19. **VARIANCES**  
For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

20. **DISQUALIFICATION OF BIDDER**  
Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

21. **AWARD OF CONTRACT**

21.1. **Per Section § 252.043 of the Texas Local Government Code;**

21.1.1. If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

21.1.2. In determining the best value for the municipality, the municipality may consider:

(a) the purchase price;  
(b) the reputation of the bidder and of the bidder's goods or services;  
(c) the quality of the bidder's goods or services;  
(d) the extent to which the goods or services meet the municipality's needs;
Commodity Code: 65-12; 557-15; 559-10; 928-19

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21.2. The City reserves the right to make an award on the basis of low line item, low total of line items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City’s sole discretion. For the purpose of evaluation, any item left “blank” will be deemed “no bid”.

21.3. The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.

21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contact without further action by either party.

21.5. Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.

21.6. Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

22. EVALUATION

EVALUATION shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The CITY of PASADENA Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

23. CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS

23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent (5%) of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

23.1.1. the lowest bidder; or

23.1.2. the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

23.2. This section does not prohibit a municipality from rejecting all bids.

23.3. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.4. In order to receive consideration, bidders must fill out and submit the Local Bidder’s Preference Form.
24. PROTESTS:

24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall:

24.2.1. come from an actual bidder or proposer for the contract, and

24.2.2. who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

24.3. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

25. CONTRACT OBLIGATION

The CITY of PASADENA City Council must award the contract and the Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the CITY of PASADENA or the bidders. Department heads are NOT authorized to sign agreements for the CITY of PASADENA. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

26. BID DOCUMENTS AND BID EVALUATIONS

A vendor, as a member of the public may request a copy of the Bid Tabulation that is compiled when the bids are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Government Code, Chapter 552.

The City will not release copies of bids or the bid evaluations until after the contract has been awarded and passed on second and final reading by the City Council. In accordance with Texas Government Code, Chapter 552.104, EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

27. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

28. FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the CITY of PASADENA. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

29. GRANT FUNDING

Any contract entered into by the CITY that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the CITY has not set aside any CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

30. INSURANCE

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.
31. **WAIVER OF SUBROGATION**
Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

32. **TERMINATION**
The CITY of PASADENA reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements.

33. **TERMINATION-NOTICE**
Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon thirty (30) days written notice.

34. **INDEMNITY**

34.1. **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO BID ACTIVITIES UNDER THIS BID, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

34.2. **IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY’S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENCE OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENCE OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

34.3. **PATENTS/COPYRIGHTS**
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.
35. **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without a CITY of PASADENA Purchase Order, signed by an authorized agent of the CITY of PASADENA Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.

36. **DELIVERY OF GOODS/SERVICES**

36.1. All materials are to be delivered F.O.B.; City of Pasadena designated facility.

36.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid.

36.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this invitation for Bids shall prevail.

36.4. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

36.5. When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Purchasing Department.

37. **MATERIAL SAFETY DATA SHEETS**

Under the “Hazardous Communication Act”, commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

38. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the “Special Requirements/Instructions” section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

39. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder’s expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder’s expense.
40. **INVOICES AND PAYMENTS**

Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

41. **TAXES**

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.

42. **ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

43. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the CITY of PASADENA and the bidder.

43.1. No request for a price escalation will be considered for the first year of the contract period. Requests for price escalation at the time of contract renewal may be made under the following conditions:

43.1.1. Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; OR

43.1.2. Such adjustment shall be based on the latest 12-Month Percent Change in the Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Motor Vehicle Body Work services (Series ID CUUR0000SETD01) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

43.1.3. The City reserves the right to accept or reject the price increase;

43.1.4. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

44. **HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS**

The Texas Ethics Commission adopted Form CIQ (Conflict of Interest Questionnaire) pursuant to H.B. 914. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose pertinent information in the Questionnaire Form CIQ.

The questionnaire is to be 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.

The CIQ Form can be located at http://www.ethics.state.tx.us/forms/CIQ.pdf
CITY OF PASADENA
PURCHASING OFFICE

INSURANCE REQUIREMENTS

A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Purchasing Department, which shall be clearly labeled “VEHICLE BODY REPAIR & PAINTING SERVICE” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City’s Purchasing Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverage’s and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will City allow modification whereupon City may incur increased risk.

C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation Employer’s Liability</td>
<td>Statutory</td>
</tr>
<tr>
<td>Commercial General Liability Insurance</td>
<td>$1,000,000/$1,000,000/$ 1,000,000</td>
</tr>
<tr>
<td>(Broad Form) to include coverage for the</td>
<td></td>
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<tr>
<td>following:</td>
<td></td>
</tr>
<tr>
<td>a. Premises operations</td>
<td></td>
</tr>
<tr>
<td>b. Independent contractors</td>
<td></td>
</tr>
<tr>
<td>c. Products/completed operations</td>
<td></td>
</tr>
<tr>
<td>d. Personal Injury</td>
<td></td>
</tr>
<tr>
<td>e. Contractual Liability</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence</td>
</tr>
<tr>
<td>a. Owned/leased vehicles</td>
<td></td>
</tr>
<tr>
<td>b. Non-owned vehicles</td>
<td></td>
</tr>
<tr>
<td>c. Hired Vehicles</td>
<td></td>
</tr>
<tr>
<td>Garage Liability</td>
<td>Covering any auto with a minimum limit of $500,000 per occurrence</td>
</tr>
</tbody>
</table>

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of Pasadena
Attn: Purchasing Department
P.O. Box 672
Pasadena, Texas 77501-0672

E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional
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liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pasadena where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

G) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

H) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Pasadena for liability arising out of operations under this contract.

I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

J) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.
1. **QUALIFICATIONS OF BIDDERS**
The Bidder may be required before the award of any contract to show to the complete satisfaction of the City of Pasadena that the Bidder or his Subcontractor has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy the City of Pasadena in regard to the Bidder's or his Subcontractor's qualifications.

1.1. The City of Pasadena may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder or his Subcontractor to perform the work, and the Bidder shall furnish to the City of Pasadena all information for this purpose that may be requested. The City of Pasadena reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Pasadena that the Bidder or his Subcontractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's or his Subcontractor's qualifications shall include:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required;
(b) The ability of the Bidder or his Subcontractor to perform the work or provide the service promptly or within the time specified, without delay or interference;
(c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder or his Subcontractor;
(d) The quality of performance of previous contracts or services.

1.2. If necessary, the bidder agrees to allow a complete shop inspection by appropriate city officials to determine bidder's ability to perform under a resulting agreement prior to making an award. Failure to allow such an inspection will be just cause for the city to reject the bid in its entirety.

2. **SPECIAL TOOLS & TEST EQUIPMENT**
If your bid includes the cost of any special tooling or special test equipment fabricated or required by the Bidder, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Bidder as such.

3. **TIME**
It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Bidder to meet the time specifications of the contract will cause Bidder to be in default of the contract.

4. **SILENCE OF SPECIFICATION**
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

5. **CERTIFICATION**
5.1. The Contractor's body repair facility shall be I-CAR Gold and ASA (Automotive Services Association) certified. Certification must be maintained throughout the entire life of the contract.

5.2. Automotive body repair should minimally be supervised by, if not performed by, technicians who are certified and qualified to perform steel welding, plastic repair, and retain I-CAR certification. Mechanical repairs should minimally be supervised by, if not performed by, technicians who are ASE Master (Automotive Service Excellence) certified or multiple technicians whose ASE certification combine match the components of the master certification. Certification must be maintained throughout the entire life of the contract.

6. **CONFIDENTIAL**
The contractor will insure that the identity of City of Pasadena undercover vehicles remain confidential.

7. **COORDINATION with INSURANCE CARRIER**
Contractor will coordinate with the City Of Pasadena's insurance carrier as to scope of work to be performed, estimates, and supplemental repairs.
8. PROVEN EXPERIENCE
Each bidder must complete Exhibit A and include it with their bid, certifying that they are experienced with or meet the requirements of this specification. Include the number of mechanics employed, a contact name and phone number for companies for which similar work has been performed.

9. PRICING
Pricing must be firm for the initial term of the contract, which shall be from the date of City Council second and Final reading. This agreement may be extended by mutual consent for two additional one-year periods subject to the same terms and conditions as the original bid.

10. INVOICING
The City’s normal payment terms are Net 30. Bidders who wish to quote a discount for early payment may do so by noting the discount on the Bid Form of the Invitation for bid; for example - 1%/10 days = a 1% discount for payment made within 10 days. Discounts may be considered when evaluating costs.

11. DEVIATIONS
The City reserves the right to deviate from the terms and conditions of this agreement if:

11.1. The Contractor cannot respond to an event in the time specified in this agreement, or

11.2. The Contractor does not have the necessary material/equipment/personnel to perform the services required or

11.3. Events require the service of more than one service contractor as determined by City of Pasadena.

12. FEDERAL AND STATE SAFETY REGULATIONS
Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.

13. COST ESTIMATES
The successful contractor shall furnish all labor, equipment, and supervision to provide auto body repairs on losses in accordance with the following:

13.1. Individual cost estimates for each vehicle or piece of equipment will be provided by the contractor before any actual work will commence. These estimates will include proposed time of completion, hours of labor, and an itemized listing of replacement repair parts. Estimates shall be priced per item with replacement repair parts showing retail list price of each part less City’s discount percentage.

13.2. All estimates shall be complete and include all parts and charges with the exception of “hidden” damage, which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of delivery of the vehicle. No repairs shall be initiated until the Fleet Maintenance Supervisor or his designee reviews the estimate and gives the contractor notice to proceed with the work. In no instance shall any repairs costing more than the original estimate be performed without first notifying the Fleet Maintenance Supervisor or his designated representative and providing a supplemental estimate indicating additional parts and labor charges. THE CITY SHALL RESERVE THE RIGHT TO VERIFY, THROUGH INDEPENDENT APPRAISAL, IF THE REPAIRS ARE REQUIRED.

13.3. All labor will be invoiced at the hourly rate set forth on the bidder’s Bid Form of this IFB. All replacement repair parts will be invoiced at retail list price less bidder’s discount percentage set forth on the bidder’s Bid Form of this IFB. All replacement repair parts used shall be new OEM manufactured. If new OEM replacement repair parts are no longer available, contractor must contact the Fleet Maintenance Supervisor or his designated representative for approval of substitute replacement repair parts. The city shall supply at its option, any tires required for repair on a vehicle.

13.4. Contractor shall notify Fleet Maintenance Supervisor or his designated representative before subcontracting mechanical/service repairs. The city, at its option, may reject specified/selected subcontractor.

14. MULTIPLE AWARDS
The city reserves the right to award this contract to more than one (1) bidder in order to have sources available at all times to keep the fleet operative to the maximum extent possible.

Awards will be made on the basis of what is determined by the city to be in its best interest, taking into consideration the ability of the bidder(s) to satisfactorily perform the work specified in a satisfactory and timely manner, the overall capacity and location of bidders shop, the bidder’s financial conditions, (the city may require a current financial report from the bidders), and any/all pertinent information deemed necessary to make a mutually satisfactory agreement.
15. **PROTECTION OF VEHICLES**
   It shall be the responsibility of the contractor(s) to fully protect, at all times, city property entrusted to their care. The contractor shall reimburse the city for any and all damages to city property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the contractor's employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the contractor. The contractor further agrees to pay to the city any outstanding claims within thirty (30) days after notification from the Fleet Maintenance Supervisor or Purchasing Director.

16. **LIQUIDATED DAMAGES**
   Repair completion and delivery time of repaired vehicles shall be a major consideration of any resulting agreement. Contractor agrees to make deliveries in strict accordance with the bid promise. Contractor agrees to damages, not as a penalty, but as liquidated damages at the rate of $50.00 per calendar day for each calendar day beyond the promised delivery on each vehicle.

17. **GUARANTEE**
   The contractor guarantees the service furnished to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance, with the exception of paint. Replacements and repairs under this warranty are to be made by the contractor at no cost and to the satisfaction of the city.
   
   All paint must have a two (2) year minimum warranty against peeling and fading.

18. **COMPOSITE REPORTS**
   The successful bidder(s) shall submit composite reports on a quarterly basis, which include the requesting department, contact, description of work and dollar amount. These reports shall be submitted to the Fleet Services Manager, 3124 Red Bluff, Pasadena, Texas 77503, phone (713) 740-7040 fax (713) 477-7204.
CITY OF PASADENA
PURCHASING OFFICE

SPECIFICATIONS

1. SCOPE
The City of Pasadena intends to enter into a contract with one or more qualified contractors to furnish auto body and painting services for City vehicles and equipment, to include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, etc. as called for in the contract documents, specifications and Bid Form.

2. PERIOD OF CONTRACT
The initial term of the agreement shall be for a period of one (1) year from the date of approval by City Council, the right to extend the contract period for two (2) additional, one (1) year periods in 2014 & 2015 upon mutual agreement between the City of Pasadena and the contractor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3. REQUIREMENTS
The bidder must have a complete body shop meeting the following minimum requirements:

3.1. Paint Booth that is in legal compliance with all applicable laws.

3.2. A frame/unibody dedicated bench system with straightening capabilities. The Contractor shall have adequately trained personnel to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Contractor shall also have the following available:

(a) An electronic measuring device capable of providing before and after measurements including a computerized print out. A copy of the print outs to be given to the City representative.

(b) An inside storage area for police and other vehicles which contain electronic equipment. For the purpose of this specification “inside storage” includes storage within a secured area, which could include a locked and fenced area acceptable to the City.

(c) The bidder awarded the truck portion of the contract must also have the capability to do body and paint work indoors during inclement weather. The indoor area must be large enough to handle trucks requiring a minimum 13-foot height clearance.

(d) A MIG and TIG welder or other electric spot welding equipment for body welding. Gas welding is not acceptable. The Contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The Contractor is to replace at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

3.3. The work proposed in this contract shall be performed at the successful bidder's (hereinafter referred to as “Contractor”) place of business.

3.4. At the City's option, used parts may be used depending on the age and value of the equipment being repaired.

3.5. Bidders receiving an award agree to assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the City under this contract.

3.6. This contract shall cover the following types of vehicles:

(a) Passenger vehicles (sedans, light trucks up to 14,500 GVW and similar equipment such as vans etc), including fiberglass work.

(b) Trucks (over 14,500 GVW), including fiberglass work.

3.7. The City reserves the right to assign vehicles that require specialized or proprietary repairs, finish etc. to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.
3.8. All work done without the services of an independent appraiser shall be priced in accordance with the contractor's appraisal. Such appraisal shall be subject to review and approval by the City before any work may start. No appraisal for City owned vehicles shall be based on labor or parts discounts other than those contained on the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the City.

3.9. If the City determines that the workload of the Contractor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to assign the job to a back-up contractor. Repeated assignments to a back up contractor (more than six in a two month period) may result in contract termination. Time is of the essence in returning City vehicles to service. The successful bidder agrees that work assigned under this contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from the City.

3.10. The City has estimated that approximately $100,000 will be spent in automotive body work during each year of the contract. This figure is only an estimate and is not a binding guarantee of the work to be done under the contract. Actual requirements may be more or less than the amounts estimated. The contractor shall perform such work as required by the city as needs are determined, and the contract shall be binding only for the actual services performed during the contract period.

3.11. The bidder shall be required to use OEM parts on all repairs work unless otherwise directed.

**BODYWORK AND PAINTING REQUIREMENTS**

4.1. Vendor must be able to perform complete body repairs as well as paint vehicles and equipment.

4.2. All bodywork will require three coats of primer: two (2) during bodywork repair, and a minimum of one (1) during painting process. All work must be performed at the same level of quality that is provided to all customers.

4.3. Bent parts are to be straightened and reinforced or replaced if necessary.

4.4. In the event that vehicle decals are damaged, Contractor shall obtain new decals from the City of Pasadena or from the City's decal provider and apply new decals to the repaired vehicle.

**ALIGNMENT**

Contractor shall agree to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four wheel alignment for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order. Contractor personnel or sub-contractor shall be qualified to perform alignment work.

**AIRBAG COMPONENTS**

All airbag components must be replaced with NEW O.E.M. parts when the decision has been made to replace the components.

**MAJOR REPAIRS**

If metal is rusted through, repair must be made by cutting out damaged area and replacing with new metal that is equal to or greater than the original metal thickness. All seams must be mudded and primed twice.

**MINOR REPAIRS**

8.1. Sandblast entire area. Large areas of rust pitting are to be filled with heavy build 2-part primer, allowed to dry for 8 hours, then sanded and primer applied.

8.2. For sanitation and dump trucks, an example of the minimum work required would be as follows:

(a) Complete washing, including raising bed on sideloaders for thorough wash
(b) Removal of all decals, glue, lights and license plates
(c) Mask all necessary areas and parts for sand blasting
(d) Sandblast frame, wheels, packer, or dump body
(e) Sand with 150-grit then 240-grit (Cab)
(f) Mask cab for painting
(g) Re-sand all sand blasted areas with 150-grit paper
(h) Use two (2) coats of acid etch primer
(i) Use OEM or approved equivalent on packer or dump body
(j) Seam seal all joints and cracks in metal.
(k) Use one (1) coat of Sealant over entire unit
(l) Top coat cab and packer body with three (3) coats of OEM paint or its equal.
(m) Paint frame, support bars, muffler, and front bumper black
(n) Paint wheels white, same as body
(o) Detail out paintwork: look over for over/underspray, masked areas and spot paint if necessary
(p) Clean windows
(q) Clean out cab

8.3 Complete color change for vehicles or equipment must include door jams, hood, and deck jams. All color changes will require hand sand prepping, acid etching of hard to reach areas, jet sealing and one (1) top coat using OEM or approved equivalent.

8.4 Unsatisfactory repairs includes but are not limited to paint swirls, fish eye blemishes, mismatched paint color, buffer burns, etc.

9. PICK UP and DELIVERY
Bidder must include free pickup and delivery of vehicles, including flat bedding when required.

Upon return of finished vehicles, operators will remain until the vehicle is inspected and accepted. The vehicle shall be delivered to the City representative by someone who has the knowledge/experience in order to review and discuss the quality and completeness of the repairs with the City representative. If it is determined that the vehicle is not properly repaired, the operator will return the vehicle to Contractor's shop for repair and deliver at no additional charge.

All vehicles must be returned within 24 hours of completion.
CITY OF PASADENA
PURCHASING OFFICE

BIDDER QUESTIONNAIRE
(Shall be completed by Bidder)

Bidder shall initial each question showing that you Will Comply, Will Not Comply or Not Applicable. All exceptions or equivalencies must be fully explained or documented.

1. Parts/Materials: All parts/materials used in the performance of this contract must be new and unused and, at a minimum, include a 90-day warranty.
   __ Will Comply  ___ Will Not Comply  ___ Not Applicable

2. Additional Requirements: Bidder must be able to comply with the following requirements to be considered for award:
   2.1. All repair estimates for service must be free of charge.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.2. For calls made prior to 12:00 p.m., Contractor must be out same day to provide repair estimate. For calls made after 12:00 p.m., Contractor must be out by 12:00 p.m. the next working day to provide estimate. Failure to adhere to these response times will eliminate your firm from consideration for that service.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.3. Estimates must be provided within 24 hours after on-site inspection.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.4. If awarded service, vehicle must be picked up within 8 hours of notification.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.5. Bidder must include free pickup and delivery of vehicles, including flat bedding when required.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.6. Bidder must agree to give City of Pasadena Police Department vehicles first priority over other City of Pasadena vehicles in the shop. In addition, Contractor must make every effort to give priority to Police Department vehicles over other non-emergency type vehicles in the shop.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.7. Contractor must be able to provide decal services when necessary/required. These decals can consist of Unit numbers, Department logos, etc. and will be supplied to the contractor by City of Pasadena or acquired from the City's decal vendor.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.8. Contractor must agree to commence work on our vehicles within 1-2 days of receipt.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable
   2.9. Contractor must agree to provide a turnaround time of no more than 3-4 working days after commencement of work. This requirement may be waived at the sole discretion of City of Pasadena; i.e. for reasons such as parts unavailability, low priority as determined by City of Pasadena, etc.
       __ Will Comply  ___ Will Not Comply  ___ Not Applicable

3. Please indicate the length of time that your company has been providing this type of service.

   14 Years
4. Please indicate the number of workers employed by your company that are available to perform the requirements of this contract:

8 Workers and 3 Supervisors

5. Describe the most recent project of this nature you have completed:

TEPSCO FLEET OIL COMPANY
ALL UTILITY TRUCKS, STATE WIDE CLAIMS SERVICES REPAIR OVER 20 VEHICLES AND CARS AND LIGHT UTILITY TRUCKS CITY OF PASADENA AND ALL INSURANCE COMPANIES

6. Have you ever failed to complete work awarded to you? Yes X No

If Yes state where and why: ________________________________

______________________________

Firm: PASadena Auto Collision Center Inc.
By: __________________________ Date: 7/01/2013

Authorized Representative - must sign by hand

Officer Name and Title: CESAr BEHAvIbES (MANAGER)
# BIDDER QUESTIONNAIRE & CHECKLIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Note</th>
<th>Bidders Init.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Requirements for Bids (pgs 2 – 9)</td>
<td>I acknowledge reading and understanding the General Requirements for Bids</td>
<td>CB</td>
</tr>
<tr>
<td>2. Insurance Requirements (pgs 10 - 11)</td>
<td>I acknowledge reading and understanding the Insurance Requirements.</td>
<td>CB</td>
</tr>
<tr>
<td>3. Special Conditions (pg 12 - 14)</td>
<td>I acknowledge reading and understanding the Special Conditions.</td>
<td>CB</td>
</tr>
<tr>
<td>4. Specifications (pgs 15 - 17)</td>
<td>I acknowledge reading and understanding the Specifications.</td>
<td>CB</td>
</tr>
</tbody>
</table>

**DID YOU REMEMBER TO:**

5. Fill out and return the Invitation for Bid (IFB) cover sheet. 
5. Fill out and return the Bidder Questionnaire (pgs 18 – 19). 
5. Fill out and return the Bid Pricing Sheet (pgs 21 – 23) 
5. Fill out and return the Deviation & Compliance Signature Form (pg 24 if applicable) 
5. Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg 25) 
5. Fill out and return the Solicitation Questionnaire. (pg 26) 
5. Fill out and return the Bidder References Form (pg 27) 
5. Fill out and return the Local Bidder Preference Claim Form (pg 28 – 29 if applicable) 
5. Fill out and return the Disadvantaged Business Enterprises Only Form (pg 30 if applicable) 
5. Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc....) (pg 31)
Commodity Code: 65-12; 557-15; 559-10; 928-19

CITY OF PASADENA
PURCHASING OFFICE

BID PRICING SHEET

For the purpose of evaluation, any item left “blank” will be deemed “no bid”.

Rates quoted on this Bid Form and any labor hours used to figure estimates shall not exceed those published in the current Mitchell Collision Estimating and Reference Guide. The rates bid shall be used in all work for the class of vehicles covered. No variance from the labor rate bid will be allowed during each contract year.

The Bidder agrees to provide the described service in compliance with the scope of work described in this solicitation for the following fixed prices as indicated below. The hourly rates specified by the Bidder shall include profits, labor, and all direct and indirect overhead costs such as transportation, general and administrative costs, etc. The City of Pasadena reserves the right to make awards to more than one bidder.

<table>
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<tr>
<th>ITEM #</th>
<th>LABOR</th>
<th>QTY (Hourly)</th>
<th>HOURLY RATE</th>
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<tr>
<td></td>
<td>PASSENGER VEHICLES (as defined in the specification on page 15 # 3.6.(a))</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Labor Rate (per Hour)</td>
<td>1</td>
<td>$32.00</td>
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<tr>
<td></td>
<td>PARTS/MATERIALS PRICING</td>
<td></td>
<td></td>
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<td></td>
<td>Indicate by marking the appropriate block if the charge to the City will be the Net cost of the product or if a Mark-up or Discount will be applied by the vendor.</td>
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<td></td>
<td>☐ Net (no cost to the City)</td>
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<td>If marked, note amount:</td>
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<td>☐ Discount</td>
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<td>If marked, note amount:</td>
<td>25%</td>
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</table>

|        | TRUCKS (as defined in the specification on page 15 # 3.6.(b)) | | |
|        | Labor Rate (per Hour) | 1 | $32.00 |
|        | PARTS/MATERIALS PRICING | | |
|        | Indicate by marking the appropriate block if the charge to the City will be the Net cost of the product or if a Mark-up or Discount will be applied by the vendor. | | |
|        | ☐ Net (no cost to the City) | | |
|        | ☐ Mark-up | | |
|        | If marked, note amount: | | |
|        | ☐ Discount | | |
|        | If marked, note amount: | 25% |

NOTE: Items 1 and 2 listed above shall be MITCHELL COLLISION ESTIMATING AND REFERENCE GUIDE or the applicable industry standard list used by insurance appraisers.

If you are not using the MITCHELL COLLISION ESTIMATING AND REFERENCE GUIDE, please provide the name and version of the guide or software you are using in the space below.

CCC PATHWAYS ESTIMATING COLLISION SYSTEM
Commodity Code: 65-12; 557-15; 559-10; 928-19

IFB # 13-018 VEHICLE BODY REPAIR & PAINTING

Contact information for checking status of orders and delivery:
Contact Name: CESAR BENAVIDES Phone: 713 475 8400
Title: MANAGER Fax: 713 475 8410

METHOD OF PAYMENT:

1. PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2. PROMPT PAYMENT DISCOUNT: N/A % within 10 days (e.g. 1%, 2%, 5%
AND/OR (check one)

3. PROCUREMENT CARD PROGRAM N/A yes N/A no
(This payment method would allow for vendor payments to be made within 24 hours of use by City through City's Procurement Card Program provider, Chase-MasterCard)

–If "yes" discount offered: N/A % (e.g. 1%, 2%, 5%)

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked “ORIGINAL” and one (1) copy marked “COPY”.

Signature:

Title: MANAGER

Company Name: PASADENA AUTO COLLISION CENTER

Date: 7/01/2013

Accounts Receivables Information:

Contact Name: RICK HERNANDEZ Title: ADMINISTRATOR
Mailing Address: 2112 SOUTHMORE AV
City: PASADENA State: TEXAS Zip: 77502
Telephone: 713 475 8400 Fax: 713 475 8410
| **FULL LEGAL FIRM/COMPANY NAME:** | PASADENA AUTO COLLISION CENTER |
| **BUSINESS STREET ADDRESS:** | 2112 SOUTHSMORE AV, PASADENA, TEXAS 77502 |
| **BUSINESS MAILING ADDRESS:** | 2112 SOUTHSMORE AV, PASADENA, TEXAS 77502 |
| **BUSINESS TELEPHONE NUMBER:** | 713.475.8400 |
| **BUSINESS FAX NUMBER:** | 713.475.8410 |
| **COUNTY:** | HARRIS |
| **MINORITY OWNED:** | Yes |
| **# OF EMPLOYEES:** | 11 |

| **CORPORATION:** | ☐ |
| **PARTNERSHIP:** | ☐ |
| **PROPRIETORSHIP:** | ☑ |
| **L.L.C.:** | ☐ |
| **L.L.P.:** | ☐ |

| **YEAR ESTABLISHED:** | 1999 |
| **NUMBER OF YEARS IN BUSINESS:** | 14 |
| **FEDERAL ID NO.:** | 83-0381545 |

| **NATURE OF BUSINESS:** | AUTO COLLISION REPAIR |

**PRINCIPALS:**

| **NAME:** | BRIGIDO REYES | **TITLE:** | OWNER |
| **NAME:** | CESAR BENAVIDES | **TITLE:** | MANAGER |
| **NAME:** | RICK HERNANDEZ | **TITLE:** | ADMINISTRATOR |
CITY OF PASADENA
PURCHASING OFFICE

DEVIA N & COMPLIANCE SIGNATURE FORM

If you intend to deviate from the General Terms and Conditions or Item Specifications listed in this Invitation For Bids, you must list all such deviations on this form, with complete and detailed conditions and information included or attached. The City will consider any deviations in its award decisions, and the City reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, you assure the City that you will fully comply with the General Terms and Conditions, Specifications and all other information contained in this Invitation For Bids.

Do you have any Deviations:  □ No Deviations (Please sign this form below)  □ Yes Deviations (Please sign this form below)

List any deviations you are submitting below:

<table>
<thead>
<tr>
<th>PAGE NO.</th>
<th>ITEM NO.</th>
<th>DESCRIPTION OF DEVIATION</th>
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<tbody>
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<td>N/A</td>
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</tbody>
</table>

Signature: ____________________________
Title: MANAGER
Company Name: PASADENA AUTO COLLISION CENTER
CITY OF PASADENA
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of ____________ (State) ¶.

County of ____________ (County) ¶.

Being first duly sworn, deposes and says that:

1. He/She is the REPRESENTATIVE (Owner, Partner, Officer, Representative or Agent)
   of PASADENA AUTO COLLISION CENTER (Company), the party that has submitted the attached Proposal;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Authorized Representative’s Signature: __________________________

Representative’s Name: __________________________

Company Name: PASADENA AUTO COLLISION CENTER

Representative’s Title: MANAGER

On this the ______ day of ______ 20__ before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:
The City of Pasadena Purchasing Department constantly strives to improve competitive bidding with historically underutilized businesses (HUB). In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

☑ Direct Contact with Purchasing.

☐ City of Pasadena Website www.ci.pasadena.tx.us

☐ Bid notification service (i.e. DemandStar)

☐ Newspaper or trade publication

☐ City Information Cable Channel 16

☐ Another Vendor or Supplier

☐ Chamber of Commerce

☐ North Pasadena Business Association

☐ Port Area Networking

☐ Other Means: Describe __________________________________________

How did you obtain your copy of the Bid Document?

☐ Direct Contact with Purchasing

☐ Via Email ☐ Via Fax ☐ In Person

☐ City of Pasadena Website www.ci.pasadena.tx.us

☐ Bid notification service (i.e. DemandStar)

☑ Other Means: Describe ___________ (US MAIL)
BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency we may contact:

1. **COMPANY NAME:** CITY OF PASADENA
   
   **ADDRESS:** 1211 Southmore Av.
   
   **CITY / STATE / ZIP:** PASADENA, TEXAS 77502
   
   **PHONE NO.:** 713 475 5532
   
   **NAME OF CONTACT:** JERRY KENNEDY

2. **COMPANY NAME:** TEPSCO INDUSTRY
   
   **ADDRESS:** 2909 Aaron St.
   
   **CITY / STATE / ZIP:** DEER PARK, TEXAS 77536
   
   **PHONE NO.:** 281 604 03 09
   
   **NAME OF CONTACT:** MELODY HOFFMAN

3. **COMPANY NAME:** STATE FARM INS.
   
   **ADDRESS:** 121021 FEATHER WOOD SUITE #245
   
   **CITY / STATE / ZIP:** HOUSTON TX. 77034
   
   **PHONE NO.:** 1- 888-2114
   
   **NAME OF CONTACT:** CLAIMS MANAGER
Sections 271.905 and 281.9051 of the Texas Local Government Code authorize a municipality to consider a vendor’s location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Pasadena has determined that the allowable preference shall be applied to local vendor’s bids for the purposes of evaluation when in the best interest of the City to do so. This request form and any attachments must be submitted with bid package to be considered by the City of Pasadena. Questions should be addressed to the Purchasing department at 713-475-5532. Exclusions to the local preference include expenditures of $3,000 or less or greater than $100,000, and those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, or via interlocal agreement. The local preference status will expire one year from the date of this form; for any subsequent requests for preference during this period, the applicant need only complete and submit section 3 of this form.

The City requires the following information for consideration of a local bidder preference (information may be submitted in an attachment to this form):

1) Location Eligibility: Principal place of business in Pasadena, Texas. Principal place of business is defined herein as any business that owns or leases a commercial building within the City limits and uses the building for actual business operations.

   (a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation, or other.
   Name of business/DBA: PASADENA AUTO COLLISION
   Address: 2112 SOUTHWORE AVE.
   City: PASADENA St: TEXAS Zip: 77502
   Business Structure: □ Sole Proprietorship □ Partnership
   □ Corporation □ Other __________________

   (b) Name and city of residence of owner(s)/partners/corporate officers as applicable.
   Name: BRIGIDO REYES
   City: 7703 CAYTON ST. HOUSTON TEXAS 77061

2) General Business Information:

   (a) Year business established (Pasadena location).
   1999
   (b) Most recent year property valuation (if owned); real and personal property.
   $ 2012 $ 550,000.00
   $ 2012 $ 300,000.00
   (c) Annual taxable sales (originating in Pasadena)
   $ 700,000.00
   (d) Is business current on all property and sales taxes at the time of this application? □ Yes □ No
   (e) Total number of current employees ____ and number of Pasadena-resident employees 3

3) Economic Development benefits resulting from award of this contract:

   (a) Number of additional jobs created 3 or retained for Pasadena resident-employees 3
   (b) Local subcontractors utilized, if applicable; name, location and contract value for each
   Name: N/A
   Address: N/A
   Contract Value: $ N/A
   (c) Other economic development benefit deemed pertinent by applicant
   N/A
Commodity Code: 65-12; 557-15; 559-10; 928-19

IFB # 13-018 VEHICLE BODY REPAIR & PAINTING

Certification of Information:
(continued)

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof; under penalty of perjury.

City Bid Number/Quote for which the local preference is requested: 13-018

Cesar Benavides
(Please name of bidder)

7/1/2013
(Date)

(Signature)

THE STATE OF TEXAS
COUNTY OF HARRIS

Appeared before me the above-named Cesar Benavides, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 1st day of July, 2013.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Veronica Hernandez Barrera

Commission Expires: 10/17/2015