AGENDA REQUEST

☐ ORDINANCE  ☐ RESOLUTION  ☐ Notice To Bidders NO: 2013-151

CAPTION: Bid # 13-017

Request council to award an annual supply contract for Traffic Signal Cabinets, Accessories & Technical Support to Naztec, Inc., 522 Gillingham, Sugar Land, TX 77478. The term of the contract shall be for one (1) year with the option of two (2), one-year renewals in 2014 & 2015.

RECOMMENDATIONS & JUSTIFICATION:

Staff solicited bids from vendors for Traffic Signal Cabinets, Accessories & Technical Services. Naztec was the only vendor to submit a bid. This contract will be utilized by the Traffic & Transportation department for the purchase of signal cabinets and replacement parts on an as needed basis. Items # 1 & 2 will not be awarded as the TS-1 Controllers are no longer produced.

Staff is requesting Council's approval for an annual contract with Naztec, Inc.

The average expenditure for a three year period (FY11-FY13) is $22,235

Estimated Annual Expenditure: $25,000 from FY14 Funding

Estimated COST:$25,000.00  TASK NO:  BUDGETED: YES ☒ NO ☐
ACCOUNT NUMBER(S):14500-7205
REQUESTING DEPARTMENT:Traffic & Transportation / Purchasing

COUNCIL ACTION

Robin Green  DATE:09/19/2013
REQUESTING PARTY (TYPED)  FIRST READING:  FINAL READING:
Purchasing Department  Harrigan  Harriga
APPROVED:

Mayor T. Long  9/18/13  Wheeler  Wheeler
CONTROLLER CERTIFICATION  SECOND  SECOND

CITY ATTORNEY  DATE  DATE
10-8-13  10-15-13

DEFERRED:
ORDINANCE NO. 2013-15

An Ordinance authorizing and approving a contract between the City of Pasadena, Texas and Naztec, Inc. for purchase by the City of Pasadena of traffic signal cabinets, accessories and technical support for a period of one year.

WHEREAS, Naztec, Inc. submitted the only bid meeting all specifications received on September 10, 2013; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. 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 Naztec, Inc. of Texas for the purchase by the City of Pasadena, Texas of traffic signal cabinets, accessories and technical support for a period of one year beginning on or about the date of final City Council approval, with the option of two, one (1) year extensions in 2014 and 2015, according to specifications as set forth in Notice to Bidders and bid/proposal of Naztec, Inc. received pursuant thereto on September 10, 2013, is hereby authorized and approved.

SECTION 2. 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 3. 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 8th day of October, A. D., 2013.

APPROVED this the 8th day of October, A. D., 2013.

JOANNE IBELL, 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 15th day of October, A. D., 2013.

APPROVED this the 15th day of October, A. D., 2013.

JOHNNY IBELL, 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. 2013-157

CONTRACT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 15th day of October, A. D., 2013, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Naztec, Inc. 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 the purchase by the City of Pasadena, Texas of traffic signal cabinets, accessories and technical support for a period of one (1) year beginning on or about the date of final City Council approval, with the option of two, one (1) year extensions in 2014 and 2015, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on September 10, 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 parties hereto agrees to carry out and perform each and all of the provisions

EXHIBIT "A"

KPurchAnn.TrafficSigCabinets13.doc3
and all of the provisions of said documents upon its part to be performed.

II.
Contractor agrees to supply and deliver traffic signal cabinets, accessories and technical support 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.

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

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

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

THE STATE OF TEXAS
ST COUNTY OF FORT BEND

This instrument was acknowledged before me on the 18th
day of OCTOBER, 2013 by JON NEWHARD, the
President of NAZTEC, INC., a
TEXAS corporation, on behalf of said corporation.

My Commission expires:
3-14-17
## Invitation for Bids (IFB)

### Mailing Date
- **June 9, 2013**

### Title
- **TRAFFIC SIGNAL CABINETS, ACCESSORIES AND TECHNICAL SUPPORT**

### Number
- **Re-bid 13-017**

### Closing Date & Time
- **Sept 9, 2013 by 4:00 PM CST**

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### Pre-Bid Date, Time and Location
- **n/a**

### Name of Partnership, Corporation or Individual
- **Naftec, Inc.**

### Mailing Address
- **522 Gillingham**

### City-State-Zip
- **Sugar Land, TX 77478**

### Ph:
- **281-240-7233**

### Fx:
- **281-240-7238**

### Total Bid Amount:
- **$763,120.00**

### Payment Terms:
- **0%, net 30**

### Bids are firm for Acceptance for 90 days

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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.

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### Authorized Signature
- **Lance Shannon / Sales Engineer**

### Date
- **9/9/13**

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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. 13-017

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

TRAFFIC SIGNAL CABINETS, ACCESSORIES AND TECHNICAL SUPPORT

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before 4:00pm Monday, September 9, 2013 in the Office of the City Secretary, 1211 Southmore Ave., Room 115, Pasadena, Texas 77502. Bids will be publicly opened and read on September 10, 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 # Re-Bid 13-017 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: August 11, 2013 & Publish: August 18, 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.
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-LOBBYING 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.

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16. **SCANNED OR RETYPED 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 35 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: 550-80, 550-81, 550-82

(e) the bidder's past relationship with the municipality;
(f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
(g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
(h) any relevant criteria specifically listed in the request for bids or proposals.

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 vendor shall be required to give the City written notice sixty days prior to the date of cancellation of the contract. The CITY of PASADENA 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, LOSSES, 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 NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENCE ACT 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, OFFICERS, 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.
Commodity Code: 550-80, 550-81, 550-82

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 Producers Price Index (Industry Series ID # PCU 3342903342902) 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](http://www.ethics.state.tx.us/forms/CIQ.pdf)
SPECIAL CONDITIONS

1. **Information or Clarification**
   All questions concerning the technical specifications or scope of services shall be submitted in writing to the Purchasing Department, Attn: Richard Bennett, CPPB at 1211 Southmore, Suite 201, Pasadena, Texas, 77502, emailed to rbennett@ci.pasadena.tx.us or faxed to (713) 472-0144. Questions must be received no later than seven (7) days prior to the IFB due date. Such contact shall be for clarification purposes only. Revision to specifications, scope of services, bidding procedures, if any, will be notified with a written addendum by the Purchasing department.

2. The City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

3. **Warranties of Usage**
   3.1. Orders shall be placed on an "as needed" basis. Bidder shall advise if there is a minimum dollar amount per order.
   3.2. Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
   3.3. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claims against the City for any quantities ordered that are less than the estimated bid amount.

4. **Availability of Materials**
   Materials shall be available for delivery in the quantities specified by the City within an acceptable time frame after notification by the City has been given.

   In case of an emergency is experienced by a City, the vendor is requested to supply the needed material immediately, if possible. If the vendor cannot respond, then the emergency requirement may be purchased on the open market. Such emergency purchases shall not be considered a breach of contract by the City or the vendor.

5. **Emergency Orders**
   Emergency orders and services may be required. Therefore, the successful bidder must be able to respond and provide such services as nights and weekend deliveries. The vendor will be compensated the actual cost for premium transportation charges when specifically authorized by the City.

6. **Materials**:
   The items furnished and installed under this contract shall be new, unused and of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer(s) furnishing these items shall be experienced in design and construction of such items and shall furnish evidence of having supplied similar items which have been in successful operation. The bidder shall be an established supplier of the items bid.

7. **Technical Literature**:
   To evaluate the bids, the user department and the City purchasing staff may require product literature/specification sheets. Technical literature may be provided with the bid submittal but is not required. However, the City reserves the right to request literature or clarifications, as needed, after bid submittal.

   If required, the Bidder must submit a minimum of TWO SETS of the requested catalogue information, descriptive literature specifications and/or (if applicable) engineering drawings that completely identify the items bid. Bidder(s) shall furnish the requested literature within seven (7) calendar days after the receipt of the City's written request. FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN MAY BE CAUSE FOR REJECTION OF THE BID.

8. **Warranty**:
   A minimum twelve (12) month warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s). When extended warranties are available as standard, they shall be included as a part of the bid for the benefit of the City. Any and all documents necessary to effect warranty shall be properly applied for and submitted by the Bidder.
With respect to any goods, materials, equipment, supplies and parts furnished the Contractor/Supplier warrants:

- That all items are new and free of defects in title, design, material and workmanship. That each item meets or exceeds the manufacturer's specifications and requirements for the equipment structure, or other improvement in which the item is installed and conforms in all respects to the terms of the City Purchase Order and Specifications.
- That each replacement item is new, in accordance with original equipment.
- Manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- That no item or its use infringes any patent, copyright or proprietary right.

9. Addition / Deletion Of Items
The City reserves the right to add or delete any item(s) from this bid or resulting contract when deemed to be in the best interest of the City.

10. Alternates
For purpose of bid evaluation, Bidder(s) must indicate any variance to the specifications, terms, and conditions, NO MATTER HOW SLIGHT on the Deviations Form. If variations are not stated on the Deviations Form, it shall be construed that the Bid fully complies with the specifications, terms, and conditions as given herein. Bidders offering alternate or equal products must include full specifications with their proposal. FAILURE TO PROVIDE SPECIFICATIONS OF ALTERNATES WILL NECESSITATE IN THE DISQUALIFICATION OF BIDS.

Note: The use of certain manufacturer's name and catalog number is not intended to exclude consideration of products of other manufacturers meeting the requirements for the item and whose specifications are equal by industry standards.

Alternates may be acceptable if they can be proven to be better than or equal to that which is specified. THE CITY WILL BE THE SOLE JUDGE OF ALTERNATE PUMP ACCEPTABILITY.

11. Deliveries
All deliveries are to be made F.O.B. Destination. The delivery location will be: Traffic Department, 1001 Shaw Street, Pasadena, Texas 77506. Deliveries are to be made during regular working days (Monday through Thursday), and between the hours of 8:00 a.m. and 3:30 p.m.

12. Vendor's Sales Territory
City waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

13. Fuel Surcharges are not allowed. All delivery fees must be added into the unit prices.
CITY OF PASADENA
PURCHASING OFFICE

SPECIFICATIONS

1. Scope:
The City of Pasadena is seeking Bids from qualified suppliers, hereinafter referred to as the Contractor, to provide Traffic Signal Cabinets, Accessories and Technical Support in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB). This supply contract will be utilized by the Traffic and Transportation Department for traffic signal cabinets, cabinet accessories and technical support as needed throughout the city.

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. GENERAL

This specification sets forth the minimum requirements for a shelf mounted, digital, solid state traffic control system including and to be furnished with time based coordination, closed loop system communication/coordination, multiple railroad/fire preemption sequences, and hardwired, telemetry interconnect capable of operating as both a master and secondary. The system design shall be based on the requirements of NEMA Standards Publication No. TS-1, 1989.

All components and accessories shall comply with the NEMA testing requirements and a certification of compliance shall be presented with each bid for that equipment being offered. The operational requirements herein extend the requirement of NEMA controllers and supersede NEMA TS-1 where differences occur.

All NEMA TS1 and/or TS2 supplied controllers and associated equipment for this contract will be fully compatible with the existing ATMS software package already being utilized by the City of Pasadena, Texas. All equipment supplied will need to directly interface with the Naztec StreetWise ATMS and the Naztec StreetWise Partner software packages. Fully functionality is required for all control equipment including but not limited to complete database load/download capability, real-time monitoring, dynamic split monitoring, and real time control. No exceptions to this requirement will be permitted.

All equipment and operational characteristics specified herein shall be provided, except where noted. This is intended to specify controllers and cabinets to be purchased by the City of Pasadena to be installed at signalized intersections within the city. It is intended that the controllers or timers shall be purchased separately from the cabinets.

4. CONTROLLER OR TIMER

4.1. Controller

(a) This specifications set forth the minimum requirements for a shelf-mounted eight (8) phase full-actuated solid state controller unit with internal Time-Based Coordination (TBC), railroad/fire (emergency vehicle) preemption, diamond intersection operation, and closed loop master/secondary operation in a traffic signal controller assembly and cabinet assembly.

(b) The controller unit shall meet the requirements of NEMA Standards Publication TS 1 1989 (TS 1), latest edition. Where a difference occurs, these requirements shall govern.

(c) The controller unit shall be microprocessor based with additional solid-state electronics components for memory and data entry of all timing and traffic control functions described herein. The hardware provided shall meet the NEMA temperature requirements certified by an independent laboratory. A resident program shall start the controller operating when power is first applied, without a failure, providing the functionality described herein. The controller unit shall begin using each programmed data for the first occurrence of the event requiring the data and after data is loaded into memory.
4.3. EEPROM Data Module
User programmed settings and intersection configuration data shall be stored in an electrically erasable programmable read only memory (EEPROM). The device shall have the ability to be reprogrammed a minimum of 1500 times. Sectional programming of the EEPROM for each data entry shall be acceptable only if the Manufacturer guarantees the life of the EEPROM under normal use for a period of 10 years and will be at the discretion of the City. Designs using a battery to maintain user data entries shall not be acceptable. Additional requirements concerning data references are found in section 8.5.

4.4. Display
A liquid crystal display (LCD) shall be provided on the front panel of the controller unit to display programming and operational status information. The display shall be clearly readable in bright sunlight or dim artificial light without shading the display. The contrast of the display shall be adjustable. If after the City's evaluation that this requirement is not met then backlighting shall be provided. It shall contain a minimum of four lines with forty alphanumerics characters per line. The display shall have an expected continuous life cycle of ten years while operating in the NEMA temperature range.

4.5. Programming
The programming methods shall not affect normal operation of the controller unit. Download flexibility shall permit individual transfer of each major programmable category or the entire database at one time. Controller unit programming shall be accomplished by the following methods:

(a) Front panel keyboard through menu access.

(b) Downloading data from a City of Pasadena, Texas computer with Windows software system (including lap-top) running the appropriate software and using the controller unit terminal interface directly or via a dial-up modem.

4.6. Programming Security

(a) A four-digit code shall be user selected, and stored in EEPROM, for one level of programming security. Display features shall be available without the need to employ the access code. The controller unit shall be supplied with the codes preset to all zeros (0000).

(b) If the access code has not been entered and a data entry attempt is made, then a prompt, requesting the access code, shall appear. Once entering the code, the screen shall revert to the previous display and data entry shall be permitted. The code shall not appear on the screen at any time. No further access code entries shall be required.

(c) When the access code is required for data entry, the controller unit shall automatically set the locked access mode following a period of keyboard inactivity for eight minutes.

(d) The access code shall be changeable only if the previous access code has been entered. Additionally, it shall be possible to prevent changing the access code from the keyboard.

4.7. Memory Clear

A memory clear function from the keyboard shall not be permitted for the user to clear data entries. Default values shall be entered by the user to supersede previously programmed data.

4.8. Interface Connectors

(a) All interface connectors shall be accessible on the front of the controller unit and rigidly secured to the controller by the shell of the connector. Three MS-type connectors (A, B, C), meeting the pin assignment and interface requirements of the NEMA Standard shall be provided. A fourth connector, identified, as the D connector shall be provided for auxiliary inputs and outputs as specified within this standard.

(b) One (1) RS232 ports shall be provided for communications with the system software, portable download/upload unit, and the Naztec StreetWise Partner palm pilot interface. This one (1) port shall be keyboard-assignable for any of the communications functions. All connectors shall be mounted a minimum one and one-half inches apart providing hand working room for comfortable installing and removing of the mating connectors. All inputs and outputs to the controller unit shall conform to the applicable interface and environmental requirements of the NEMA Standard.

4.9. Actuated Control

The controller unit shall provide the actuated control functions and operations required by Sections 2, 13 and 14 of the NEMA Standard. In addition, it shall provide the features described in the following paragraphs.

4.10. Phase Sequence

(a) The phase sequence of the controller unit shall be programmable in any combination of eight phases to achieve phase reversal individually or by pairs, one to two independent or concurrent timing rings, multiple rings allowing selection of four phase operated as a concurrent group, or coordination of two rings and one sequential ring divided by one barrier. Sequencing shall be selected by cycle program or timing plan. Selection of the required sequences shall be programmable from any of the following:

- Full NEMA and NTCIP operation
- Select a program number for an established phase sequence
- Select one to two timing rings, with concurrent or sequential phase assignment
- One to four barriers

(b) Specific sequences required by the City shall be selected from the above operation. Program for selecting phases shall include provisions to disable phases with each program, (phase on - off). Alternate sequences may be used to satisfy the above requirements however mutual coordination of the separate rings will be required. All controller units shall provide these sequences.

5. CONFLICT MONITOR REQUIREMENTS

5.1. The conflict monitor shall meet the standards of NEMA Standard Publications TS1-1989, Section 6 for 12 channel types. The monitor shall also meet all environmental and transient specifications of NEMA TS1-1989, Section 2. A Type 12 conflict monitor having 12 fully programmable input channels shall be provided.
5.2. The conflict monitor will include the communications protocol to send messages through both a Naztec NEMA TS1 and TS2 type controller via an RS232 port located on the front panel of the unit to the Naztec Closed Loop System software. These reports shall be accessible through the Naztec Closed Loop System software on a report generation screen and also be capable of being printed from the system for maintenance information.

5.3. No circuit cuts shall be allowed on circuit boards in any of the equipment supplied. Any wire jumpers included on circuit boards shall be placed in plated through holes that are specifically designed to contain them. Jumper that are tack soldered to circuit traces or that are added to correct board layout errors are not acceptable.

5.4. For easy maintenance, all I.C. chips will be mounted in sockets. Dual-in-line (DIP) devices shall be mounted in military specification sockets, Augat part #8xx-AG11D. All sockets shall have two-piece, machined contacts and closed end construction to eliminate solder wicking. The outer sleeve shall be brass with tin or gold plating and tapered to allow easy I.C. insertion. The inner contact shall be beryllium copper sub-plated with nickel and plated with gold. All sockets shall have thermoplastic bodies meeting UL Specification 94V-0. Each I.C. socket contact shall be plated with at least 50 microns of gold.

5.5. In addition to the above requirements, a back lighted LCD display shall be provided to indicate continuously when a channel is active due to green, yellow, red or walk inputs. It shall also continue to display the channels, which were active at the time of a conflict, until the conflict monitor is manually reset.

5.6. If the conflict was caused by a loss of red, the display array shall indicate loss of red.

5.7. If the conflict was caused by the voltage monitor, the display array shall indicate a voltage error.

5.8. The monitor shall conflict on a multiple indication within each phase (green-yellow, green-red, yellow-red). The display shall show which indications caused the conflict.

5.9. The monitor shall provide a programmable short yellow clearance indicator for each channel.

5.10. All monitors shall be programmable as called for in the NEMA Publications TS1-1989, Section 6.

5.11. Each conflict monitor will be supplied with a four- (4) foot RS232 cable with the appropriate connectors on each end if called for in the cabinet specifications.

5.12. The conflict monitor shall be pre-programmed for 8 phases, quad left with pedestrian phases.

5.13. When the line voltage is reduced to 90 V AC the conflict monitor Voltage Monitor Output shall cause the signal outputs to flash. Hysteresis shall be sufficient to prevent “pin-balling” of the outputs during gradual voltage recovery.

5.14. The monitor shall store a minimum of twenty (20) failures and thirty (30) power condition changes stamped by day, date, and time.

5.15. Communications

(a) The conflict monitor shall generate a report that can be accessed from a central software package for each of the following items:

- The configuration of the programming card.
- The channels, which have the NEMA plus features, enabled.
- A listing of the phases which are monitored for short yellow times.
- Additionally, the conflict monitor shall store and report at least the last (20) twenty failures containing the information listed above when interrogated directly via the portable download/upload unit.

(b) The report shall list at least the last (20) twenty failures from the monitor which shall contain the following:

- Time of the occurrence of the failure.
- The channels (Green, Yellow, Red, and Walk) that were active at the time of failures.
- The status of the CVM input and the +24 volts 1 and 2 inputs.
- The type of failure (conflict, switch failure, red failure, etc.)

(c) The conflict monitor will be capable of transmitting (via RS-232 port) an ASCII report to the controller unit.

(d) The conflict monitor shall provide three (3) reports for interrogation. The first is an ASCII record of all data entries and programming card configurations. The second is an ASCII formatted record of all failure
each power on/off cycle. The last twenty (20) of these failure records will be available in report form. The third report will be a sampling report and will contain the twenty (20) samples of all of the inputs to the conflict monitor. Each sample will be taken at 0.1 second intervals so that the last two (2) seconds of real-time outputs of the load switches can be viewed. This report shall also be accessible through the Naztec controller to the Naztec Closed Loop system software. Each of the reports will have the appropriate headings and will consist of ASCII lines of not greater than eighty (80) characters so that a clear presentation of the data can be viewed from the screen of a notebook using the standard ASCII character codes.

(e) The monitor port shall be programmed in the following format:

- Standard EIA RS-232 convention
- Each word shall be eleven (11) bits long, eight (8) data bits, one (1) start bit, one (1) stop bit, no parity.
- Programmable to 9600 baud.
- The notebook and/or traffic controller unit will send a message of one byte to the monitor requesting each of the reports. After the one-byte message, the controller will issue an XON command to start the data flow. The data flow can be stopped with an XOFF command at any time. The data sent to the notebook and/or controller unit in response to the request message will be the ASCII report requested. The last byte sent by the monitor will be an EOT (End of Text-04H). If the controller issues an XOFF during a reporting request, the monitor will stop the data flow. If an XON is not issued within 30 seconds, the monitor will time out and set its pointer to the beginning of the report. The next XON will then start at the beginning of the requested report. A report will also perform the XOFF function to the conflict monitor.

Definitions of the request:

<table>
<thead>
<tr>
<th>Request</th>
<th>ASCII Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request report 1</td>
<td>31H</td>
</tr>
<tr>
<td>Request report 2</td>
<td>32H</td>
</tr>
<tr>
<td>Request report 3</td>
<td>33H</td>
</tr>
<tr>
<td>XON (DC1)</td>
<td>11H</td>
</tr>
<tr>
<td>XOFF (DC3)</td>
<td>13H</td>
</tr>
</tbody>
</table>

5.16. Programming

(a) Each channel shall have a programmable short Green monitor selectable in one (1) second increments.

(b) Upon detection of a short Green, the monitor shall place the intersection controller in flash operation.

(c) Programming shall be accomplished through a twenty (20) position keyboard with the following keypad layout.

10 white keys - numbers 0-9.
6 gray keys - cursor controls
4 red keys - function controls

The keyboard shall be a true tactile feedback style operation with an operator response through positive touch feedback as well as an audible beeper. An operator entry shall be provided that will disable the beeper output sound.

(d) Programming shall be menu driven with easy to follow numbered menus visible in all lighting conditions through the utilization of a back lit display.

(e) The display shall have a programmable automatic time-out feature with a range setting of 2 -99 minute settings with a one- (1) minute resolution.

(f) The operator shall be able to control the back lighting with an on/off selection mode available through the keyboard.

(g) An active display shall provide the following:

- AC line voltage
- Record number of power disturbances
- Last thirty (30) power up/down conditions
- Power Surge, Dip, Over-Voltage conditions, Brown Out, Processor Start, Brown-Up
- Power Down, Drop Out, Normal
(h) Leap Year correction shall be automatic, and Daylight Savings Time shall be programmable.

5.17. Documentation

(a) The conflict monitor shall come with a complete instruction manual containing all schematics and circuit design layout.

(b) A programming chart shall be supplied with each conflict monitor.

(c) At the end user request, a copy of the NEMA test report from an independent lab shall be supplied at no charge to the requesting agency.

6. REPLACEMENT CONTROLLERS

6.1. It is the City's intention to replace each non-NEMA controller in Pasadena with a full-actuated controller using existing cabinets.

6.2. Size of cabinets is 21 inches wide, 32 inches high, 14 inches deep.

6.3. Timer shall meet the functional specification of the NEMA TS1 with exceptions and additions that will be enumerated below.

6.4. One (1) RS232 ports shall be provided for communications with the system software, portable, download/upload unit, and the Naztec Street Wise Partner palm pilot interface. This one (1) port shall be keyboard-assignable for any of the communications functions.

6.5. Timer shall have time base characteristics.

6.6. Time base shall have the capability of 16 cycle lengths, 1 split per cycle, and 4 offsets with a minimum of 3-day programs and 2-week programs or the equivalent thereof.

6.7. Most of these controllers will be installed in systems that have no interconnect. HOWEVER, there will be occasions that there is 7 wire interconnect present. Therefore, the controller must have connections brought out such that with the addition of relays the controller will operate from a standard 7 wire interconnect.

6.8. A back panel will be supplied to connect field wiring and interconnection to timer.

6.9. Six load bays with load switches will be supplied. It shall be easy to connect any load switch to any phase, overlap or pedestrian movement either through programming or through use of jumpers.

6.10. A programmable conflict monitor will be supplied and may be external or internal to the timer. This monitor must be able to monitor for conflicting phases, red failure, and dual indication, the monitor must also be able to configure transfer flash and initial flash time parameters.

6.11. Flash relays will be provided to flash six circuits, if necessary.

6.12. There must be sufficient room left in the cabinet to install timer, load switches and at least 4 stand alone loop detector amplifiers.

6.13. It is the City's intention to order three controllers or more at a time during the life of this contract. It will be required that one controller be delivered within 60 calendar days after receipt of a purchase order with the remainder to be delivered within an additional 30 calendar days.

7. CABINET, GROUND MOUNTED

7.1. Shall be a standard type P44 size cabinet 55" H x 26" D x 44" W.

7.2. Shall be wired for a NEMA TS1 8 phase controller.

7.3. Shall have 16 load switch bays.

7.4. Shall have sufficient flash relays for 8 flash circuits. These shall be wired.

7.5. Shall have 16 load switches.
7.6. Shall have a 12 channel NM 512 - E123 NEMA Programmable Conflict Monitor, specifications 16702.1. Refer to section 3.0.0 for Monitor Specifications

7.7. Shall have a detector rack for loop detectors.

7.8. Shall have a detector panel installed with on/off switches for each detector.

8. CABINET, POLE MOUNTED

8.1. Shall be sufficiently large to easily contain timer, 8 stand-alone loop amplifiers, and a conflict monitor 50" H x 18" D x 30" W.

8.2. Shall be wired for a NEMA TS1 8 phase controller.

8.3. Shall have 12 load-switch bays.

8.4. Shall have sufficient flash relays for 8 flash circuits. These shall be wired.

8.5. Shall have 12 load switches.

8.6. Shall have a 12 channel NM 512 - E123 NEMA enhanced Conflict Monitor.

8.7. Refer to section 3.0.0 for Monitor Specifications

8.8. Shall have a detector rack for loop detectors.

8.9. Shall have a detector panel installed with on/off switches for each detector.

9. SPREAD SPECTRUM RADIO KIT SHALL CONSIST OF THE RADIO, ISOLATION BOX, ANTENNAE, POWER SUPPLY, CABLES, N CONNECTORS, AND TECHNICAL SUPPORT TO INSTALL.

9.1. Spread Spectrum Radio

(a) Radio shall consist of furnishing the spread spectrum radio; drop cables, connectors, power supply, RS232 cables, and RS232 isolation box. In addition to FCC requirements, the spread spectrum radio shall have the following operating characteristics as a minimum:

<table>
<thead>
<tr>
<th>Frequency</th>
<th>902 - 928 MHz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range</td>
<td>15 Miles or greater - line of sight</td>
</tr>
<tr>
<td>Repeat Capabilities</td>
<td>1 repeater</td>
</tr>
<tr>
<td>Power</td>
<td>1.0-Watt Transmitting Power</td>
</tr>
<tr>
<td>Environment</td>
<td>Temperature range minus 22 F to 140 F</td>
</tr>
<tr>
<td>FCC Approval</td>
<td>(Part 15) No License Requirements</td>
</tr>
<tr>
<td>Data</td>
<td>Half duplex operation as required</td>
</tr>
<tr>
<td>RS232C interface</td>
<td>1200, 2400, 4800, 9600, &amp; 19.2Kbaud capability</td>
</tr>
</tbody>
</table>

(b) The radios shall be supplied with diagnostic software that shall be capable of testing the link between the master radio and the remote radios. The software shall be capable of detecting channels, which are not adequate for the transmission of data and allow for the exclusion of these frequencies in the selection of frequencies to be scanned.

9.2. RS232 Isolation Box

(a) The RS232 Isolation Box shall have the following characteristics as a minimum:

- Shall be powered by 120 VAC with a standard AC type receptacle.
- Shall contain two (2) RS232 DB25 pin type connectors. One shall attach the RS232 cable from the Spread Spectrum Radio to the Isolation Box; the other shall attach the RS232 cable from the Controller to the Isolation Box.
- Shall contain a minimum of one (1) LED indicator for power operation.
9.3. Omni-Directional Radio Antenna

(a) At the Master site location, one (1) Omni directional antenna shall be installed and conform to the following specifications:

- The Omni directional radio antenna shall consist of furnishing an antenna per the recommended manufacturer's specifications. Antenna, cable, and associated equipment shall be suitable for the location and the environmental conditions to be encountered and shall be selected to conform to the requirements of the transmitter and receiver.
- The Omni directional radio antenna shall have the following characteristics as a minimum.

<table>
<thead>
<tr>
<th>ANTENNA FREQ.</th>
<th>902-928 MHz</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTENNA GAIN</td>
<td>MAX 6 dB gain (dB referenced to half wave dipole)</td>
</tr>
<tr>
<td>RANGE</td>
<td>15 Miles or greater</td>
</tr>
<tr>
<td>IMPEDENCE</td>
<td>MAX 50 Ohm measurement</td>
</tr>
<tr>
<td>WIND RATING</td>
<td>125 miles per hour</td>
</tr>
<tr>
<td>CONNECTORS</td>
<td>Type &quot;N&quot; Male solder on connectors that match coaxial cable</td>
</tr>
</tbody>
</table>

- The antenna shall be mounted on either on a traffic signal pole, an illumination pole, or a separate pole as directed by the engineer.
- Complete manufacturer specifications shall be supplied for type of antenna. Specifications must include the exact gain for each antenna. Complete mounting hardware must be included.
- Antenna system shall be set up according to manufacturer's recommendations. Antenna system shall be set up so that service to the entire point multipoint system is free of any pattern distortions.

9.4. Yagi Antenna

(a) At the remote site location(s), one (1) Yagi antenna shall be installed and conform to the following specifications:

(b) The Yagi radio antenna shall consist of furnishing an antenna per the recommended manufacturer's specifications.

(c) Antenna, cable, and associated equipment shall be suitable for the location and the environmental conditions to be encountered and shall be selected to conform to the requirements of the transmitter and receiver.

(d) The Yagi radio antenna shall have the following characteristics as a minimum:

<table>
<thead>
<tr>
<th>ANTENNA FREQ.</th>
<th>902-928 MHz</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANTENNA GAIN</td>
<td>MAX 6 dB gain (dB referenced to half wave dipole)</td>
</tr>
<tr>
<td>RANGE</td>
<td>15 Miles or greater</td>
</tr>
<tr>
<td>IMPEDENCE</td>
<td>MAX 50 Ohm measurement</td>
</tr>
<tr>
<td>WIND RATING</td>
<td>125 miles per hour</td>
</tr>
<tr>
<td>CONNECTORS</td>
<td>Type &quot;N&quot; Male solder on connectors that match coaxial cable</td>
</tr>
</tbody>
</table>

(e) The antenna shall be mounted on either on a traffic signal pole, an illumination pole, or a separate pole as directed by the engineer.

(f) Complete manufacturer specifications shall be supplied for type of antenna. Specifications must include the exact gain for each antenna. Complete mounting hardware must be included.

(g) Antenna system shall be set up according to manufacturer's recommendations. Antenna system shall be set up so that service to the entire point multipoint system is free of any pattern distortions.

9.5. RS232 Cable from Controller to Spread Spectrum Radio

This RS232 cable shall include two (2) DB25 pin type connectors that are connected with a shielded twisted pair cable with a minimum length of 3 feet. This cable shall be fully compatible with the existing equipment, traffic controllers and spread spectrum radios currently in use at the City of Pasadena, Texas.

9.6. RS232 Cable from Isolation Box to Controller

This RS232 cable shall include two (2) DB25 pin type connectors that are connected with a shielded twisted pair cable with a minimum length of 3 feet. This cable shall be fully compatible with the existing equipment, traffic controllers and RS232 isolation boxes currently in use at the City of Pasadena, Texas.
9.7. **LMR 400 Coaxial Cable**

(a) Cable shall consist of furnishing the cable for the feed line that connects the spread spectrum Radios to the antennas. Each cable shall be fitted with a connector, type "N" or better.

(b) Low loss cable shall be utilized for the feed line (LMR 400, Belden 9913, or equivalent), and the cable type shall be selected to conform to the requirements of the transmitter and receiver and shall be suitable for the location and the environmental conditions to be encountered. Cable conductor and shield shall be copper only. Cable connector shall be type "N" or better. Complete manufacturer specifications shall be supplied for the type of cable used.

(c) Installation of feed line connectors shall be in accordance with manufacturer's recommendations. Connector that will be exposed to the outdoor environments shall be weatherproofed according to manufacturer's recommendations.

9.8. **Type “N” Connector**

The Type "N" connector shall be a MILITARY NUMBER UG 21B, HUTTON #RFN 1002 1SI, or equivalent. The connector shall be a RF type device connector compatible with LMR 400 coaxial cable, Belden 9913, or approved equivalent. The minimum dimensions of the connector shall be 3.50 x 2.50 x 0.80, and shall be a clamp type plug.

9.9. **Spread Spectrum Radio Power Supply**

The power supply for the spread spectrum radio shall be 120 VAC unit with a12 VDC output meeting the minimum manufacturer's requirements. Connectors on the front of the unit shall be provided for simple connections to the spread spectrum radio.

9.10. **On-Site Technical Support**

(a) As part of this contract, the supplier shall at the appropriate time and date as specified by the city provide an on-site factory certified field technician to assist and supervise city personnel in the installation and all aspects of installation, programming, setup, and all support aspects to provide a fully functional working system throughout the life of this contract. This item shall be billed and invoiced on a per site charge.

(b) All documentation and software shall be supplied to the city pertaining to all documents relating to the spread spectrum radio. Warranty shall cover standard terms and conditions from one (1) year from date of installation.
Commodity Code: 550-80, 550-81, 550-82

CITY OF PASADENA
PURCHASING DEPARTMENT

BIDDER QUESTIONNAIRE & CHECKLIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Note</th>
<th>Bidders Init.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>General Requirements for Bids (pgs 2 – 9)</td>
<td>I acknowledge reading and understanding the General Requirements for Bids</td>
</tr>
<tr>
<td>2.</td>
<td>Special Conditions (pg 10 – 11)</td>
<td>I acknowledge reading and understanding the Special Conditions.</td>
</tr>
<tr>
<td>3.</td>
<td>Specifications (pgs 12 - 20)</td>
<td>I acknowledge reading and understanding the Specifications.</td>
</tr>
<tr>
<td>4.</td>
<td>Fill out and return the Invitation for Bid (IFB) cover sheet.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Fill out and return the Bid Pricing Sheet (pgs 22 – 24)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Fill out and return the Deviation &amp; Compliance Signature Form (pg 25, if applicable)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg 26)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Fill out and return the Solicitation Questionnaire. (pg 27)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Fill out and return the Bidder References Form (pg 28)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Fill out and return the Local Bidder Preference Claim Form (pg 29 – 30, if applicable)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Fill out and return the Disadvantaged Business Enterprises Only Form (pg 31, if applicable)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc....) (pg 32)</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF PASADENA
PURCHASING OFFICE

BID PRICING SHEET

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

BIDDER COMPANY NAME: Naztec, Inc.

** Fuel Surcharges are not allowed. All delivery fees must be added into the unit prices.

** Unit Pricing must be rounded to the nearest hundredths (0.00)**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Est. Qty.</th>
<th>UOM</th>
<th>Size &amp; Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>each</td>
<td>Controllers, TS-1 (Master)</td>
<td>$ N/A</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>This unit is no longer produced</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>each</td>
<td>Controllers, TS-1 (Secondary)</td>
<td>$ N/A</td>
<td>$ -</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>This unit is no longer produced</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>15</td>
<td>each</td>
<td>Controllers, TS-2, type 2 (Master)</td>
<td>$2,500.00</td>
<td>$37,500.00</td>
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<tr>
<td>Mfg. / Supplier Part #</td>
<td>Naztec, Inc.</td>
<td>/50099-2100-1</td>
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</tr>
<tr>
<td>4</td>
<td>55</td>
<td>each</td>
<td>Controllers, TS-2, type 2 (Secondary)</td>
<td>$1,750.00</td>
<td>$96,250.00</td>
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<td>Naztec, Inc.</td>
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<tr>
<td>5</td>
<td>3</td>
<td>each</td>
<td>Replacement Controllers and Back Panel</td>
<td>$3,250.00</td>
<td>$9,750.00</td>
</tr>
<tr>
<td>Mfg. / Supplier Part #</td>
<td>Naztec, Inc.</td>
<td>/50079-2300 + 10360-2000</td>
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<td></td>
<td></td>
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<tr>
<td>6</td>
<td>3</td>
<td>each</td>
<td>Replacement Controllers ONLY</td>
<td>$1,950.00</td>
<td>$5,850.00</td>
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<td>/50079-2300</td>
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<td></td>
<td></td>
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<tr>
<td>7</td>
<td>10</td>
<td>each</td>
<td>Cabinets, Traffic Controller (Ground Mounted)</td>
<td>$6,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Mfg. / Supplier Part #</td>
<td>70006-TXDOT 3 / Naztec, Inc.</td>
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<td></td>
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<td></td>
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<tr>
<td>8</td>
<td>30</td>
<td>each</td>
<td>Cabinets, Traffic Controller (Pole Mounted)</td>
<td>$5,350.00</td>
<td>$160,500.00</td>
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<tr>
<td>Mfg. / Supplier Part #</td>
<td>Naztec, Inc.</td>
<td>/70008-TXDOT 2</td>
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<td></td>
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<tr>
<td>9</td>
<td>10</td>
<td>each</td>
<td>Power Supply (5 amp)</td>
<td>$395.00</td>
<td>$3,950.00</td>
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<tr>
<td>Mfg. / Supplier Part #</td>
<td>Naztec, Inc.</td>
<td>/50059-2436W</td>
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<tr>
<td>10</td>
<td>5</td>
<td>each</td>
<td>Conflict Monitor, Programmable</td>
<td>$650.00</td>
<td>$3,250.00</td>
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<tr>
<td>Mfg. / Supplier Part #</td>
<td>Naztec, Inc.</td>
<td>/50067-2110</td>
<td></td>
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<tr>
<td>11</td>
<td>105</td>
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<td>Spread Spectrum Radio Kit</td>
<td>$3,500.00</td>
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<td>Microwave Data Systems</td>
<td>/7000-0306 + 50095-2000...</td>
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<td>Size &amp; Description</td>
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<td>12</td>
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<td>Spread Spectrum Radio</td>
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<td>13</td>
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<td>RS232 Isolation Box</td>
<td>$450.00</td>
<td>$2,250.00</td>
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<td>Net Tec, Inc/ 50095-2000</td>
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<td>14</td>
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<td>Omni Directional Antenna</td>
<td>$350.00</td>
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<td>Yagi Directional Antenna</td>
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<td>16</td>
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<td>RS232 Cable ISO Box to Radio</td>
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<td>RS232 Cable Controller to ISO Box</td>
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<td>LMR 400 Coaxial Cable</td>
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<td>Hutton Communications/ 6030-0008</td>
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<td>Camera Cable</td>
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<td>Iso Tec Inc/ 6040-0100</td>
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<td>Type &quot;N&quot; Connector</td>
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<td>Hutton Communications/ 2133-8261</td>
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<td>Spread Spectrum Radio Power Supply</td>
<td>$95.00</td>
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<td>Tessco Inc/ 9000-0305</td>
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<td>22</td>
<td>10</td>
<td>Hourly</td>
<td>On-Site Technical Support per Hour over that</td>
<td>$150.00</td>
<td>$1,500.00</td>
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<td>included in set up and installation</td>
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<td>Mfg. / Supplier Part #</td>
<td>Net Tec, Inc/ 96803-1000</td>
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**TOTAL ITEMS 1 - 22**  $763,120.00

TRANSFER YOUR TOTAL BID PRICE TO THE FRONT PAGE

**DELIVERY**

The specified delivery time shall be a firm time period. The delivery time shall be one of the determining factors in selecting the best bid for the City.

60-75 days after receipt of order.

Will deliveries be made via: □ Company Truck  ✔ Common Carrier  □ Other: ____________________________

State your Return Policy: There is a 25% restocking fee on returned items.

---

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Commodity Code: 550-80, 550-81, 550-82

IFB # Re-Bid 13-017 TRAFFIC SIGNAL CABINETS, ACCESSORIES & TECHNICAL SUPPORT

Contact information for checking status of orders and delivery:

Contact Name: Lance Shannon Telephone: 281-240-7238 X-310
Title: Sales Engineer Fax: 281-240-7238

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: 0% within 10 days (e.g. 1%, 2%, 5%)

AND/OR (check one)

3. PROCUREMENT CARD PROGRAM yes ✓ 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: Sales Engineer
Company Name: Netpro, Inc.
Date: 9/6/13
### Accounts Receivable Information:

- **Contact Name:** Kathy Davis
- **Title:** Accounts Receivable
- **Mailing Address:** 522 Gillingham Ln
- **City:** Sugar Land
- **State:** TX
- **Zip:** 77478
- **Telephone:** 281-240-7233 X 212
- **Fax:** 281-240-7238

### Full Legal Firm/Company Name:

- **Name:** Naztec, Inc

### Business Information:

- **Street Address:** 522 Gillingham Ln, Sugar Land, TX 77478
- **Mailing Address:** Same as above?
- **Telephone:** 281-240-7233
- **Fax:** 281-240-7238
- **County:** Harris
- **Minority Owned:** Yes
- **Number of Employees:** 90

### Corporations:

- **Year Established:** 1979
- **Number of Years in Business:** 39
- **Federal ID No.:** 1-741-2019144-1

### Nature of Business:

- **Electronics Manufacturer**

### Principals:

- **Bryan Beyar**
  - **Title:** Executive Vice President

- **Darrin Beyar**
  - **Title:** Executive Vice President

- **Allen Bishop**
  - **Title:** Chief Financial Officer
  - **Treasurer**
CITY OF PASADENA
PURCHASING OFFICE

DEVIA TION & 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:  
- [x] 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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</table>

Signature: [Signature]
Title: [Sales Engineer]
Company Name: [NexTec, Inc.]
Commodity Code: 550-80, 550-81, 550-82

CITY OF PASADENA
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of Texas (State)
County of Harris (County)

Being first duly sworn, deposes and says that:

1. He/She is the Representative (Owner, Partner, Officer, Representative or Agent) of NxtTeq, Inc. (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.

Lance Shannon
Representative's Name

NxtTeq, Inc.
Company Name

Lance Shannon
Sales Engineer
Representative's Title

On this the 9th day of Sept, 2013 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:

Marjorie M Patak
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

MARGIE M PATAK
My Commission Expires March 14, 2017

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CITY OF PASADENA
PURCHASING OFFICE

SOLICITATION QUESTIONNAIRE

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
BIDDER REFERENCES

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

1. COMPANY NAME: Fort Bend County
   ADDRESS: 1124 Blume Rd
   CITY / STATE / ZIP: Rosenberg, TX 77471
   PHONE NO.: 281-633-7515
   NAME OF CONTACT: Nathan Hatcher

2. COMPANY NAME: City of McAllen
   ADDRESS: 210 N. 20th St.
   CITY / STATE / ZIP: McAllen, TX 78501
   PHONE NO.: 956-681-2700
   NAME OF CONTACT: Eduardo Mendoza

3. COMPANY NAME: City of Brownsville
   ADDRESS: 404 E. Washington St.
   CITY / STATE / ZIP: Brownsville, TX 78520
   PHONE NO.: 956-547-6820
   NAME OF CONTACT: Del Chavez
CITY OF PASADENA

LOCAL BIDDER PREFERENCE CLAIM FORM

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: N/A
   Address: N/A
   City: N/A
   Business Structure: □ Sole Proprietorship □ Partnership □ Corporation □ Other

   (b) Name and city of residence of owner(s)/partners/corporate officers as applicable.

   Name: N/A
   City: N/A

2) General Business Information:

   (a) Year business established (Pasadena location). N/A

   (b) Most recent year property valuation (if owned); real and personal property. $ N/A

   (c) Annual taxable sales (originating in Pasadena) $ N/A

   (d) Is business current on all property and sales taxes at the time of this application? □ Yes □ No

   (e) Total number of current employees N/A and number of Pasadena-resident employees N/A

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

   (a) Number of additional jobs created N/A or retained for Pasadena resident-employees N/A

   (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: 550-80, 550-81, 550-82

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: N/A

Lance Shannon 9/9/13
(Print name of bidder) (Date)

(Signature)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Appeared before me the above-named Lance Shannon, known to me to be the same, and sworn that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 9th day of Sept., 2013.

Margie M Patak
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Margie M Patak

Commission Expires: 3-14-17
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

The City of Pasadena recognizes the certifications of the State of Texas General Services Commission HUB Program. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Nztrac, Inc.
Firm Name Submitting Bid

Lance Shannon
Representative

522 Gillingham Blvd
Address

281-240-7233
Telephone Number

Sales Engineer
Title of Authorized Representative

Sugar Land, TX 77478
City, State, Zip

281-240-7238
Telefax Number

Indicate all that apply:

☐ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

HUB Certification #: N/A

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