CAPTION: Annual Contract Bid # 13-028

Request for an ordinance authorizing acceptance of the bids from the following companies for Asphalt, Emulsified and Tack Oils from Century Asphalt Materials, P.O. Box 5370, Baytown, TX 77262 (Group I) and Martin Asphalt Co., Three Riverway, Ste 400, Houston, TX 77056 (Group II) according to specifications.

This is an annual contract for a period of one (1) year, with an option of two, one (1) year extensions in 2014 & 2015.

RECOMMENDATIONS & JUSTIFICATION:

Sealed bids were received for Asphalt, Emulsified and Tack Oils on October 8, 2013.

This annual supply contract will primarily be used by the Public Works Department for construction and repair of streets throughout the City.

Staff recommends awarding Group I to Century Asphalt and Group II to Martin Asphalt.

Estimated Annual Expenditure: $78,800 from FY14

Estimated COST: $78,800.00 TASK NO: BUDGETED: YES ☒ NO ☐
 ACCOUNT NUMBER(S): 14400-7229
 REQUESTING DEPARTMENT: Street & Bridge / Purchasing

COUNCIL ACTION

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<tr>
<th>Robin Green</th>
<th>DATE: 10/10/2013</th>
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<tr>
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<th>Approve:</th>
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MAYOR

CITY ATTORNEY

CONTROLLER CERTIFICATION

PURCHASING DEPARTMENT

REQUESTING PARTY (Typed)

DATE: 10/10/2013

FIRST READING:

FINAL READING:

MOTION

COUNCIL ACTION

Deferral: 10-29-13
## Tabulation of Bid Number: 13-028

**Department:** Street & Drainage  
**Bid opening date:** October 8, 2013  
**Award to:** Group I - Century Asphalt, Ltd  
Group II - Martin Asphalt Co.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>EST. QTY</th>
<th>UNIT OF MEASURE</th>
<th>Unit Price</th>
<th>Ext. Price</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Group I - HOT-MIX ASPHALTIC CONCRETE PAVEMENT - TYPE &quot;D&quot;</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
| 1        | Hot-Mix Asphalitic Type "D"  
to be picked up at Bidder's plant, as needed | 1500 | Tons | $53.25 | $79,875.00 | $ - | No Bid |
| 2        | Hot-Mix Asphalitic Type "D"  
delivered to various locations within the City, as needed | 300 | Tons | $58.45 | $17,535.00 | $ - | No Bid |
|          | **Total Group I** | | | | | | $97,410.00 |
|          | Group II - OILS AND EMULSIONS | | | | | | |
| 3        | SS-1 Emulsified Asphalt  
to be picked up at Bidder's plant, as needed | 500 | Gallons | No Bid | $2.55 | $1,275.00 |
| 4        | MS-1 Tack Oil  
to be picked up at Bidder's plant, as needed | 50 | 5 gal cans | $50.00 | $2,500.00 | $35.00 | $1,750.00 |
|          | **Total Group II** | | | | | | $2,500.00 |
|          | **TOTAL GROUPS I & II** | | $99,910.00 | | | $3,025.00 |

- **Vendor:** Century Asphalt, Ltd.  
  - PO Box 187  
  - Houston, TX 77001  
  - Ph: 713-292-2888  
  - Fx: 713-292-2885  
  - Richard Greer - VP Sales Mgr

- **Vendor:** Martin Asphalt Co.  
  - Three Riverway, Ste 1250  
  - Houston, TX 77056  
  - Ph: 713-350-6849  
  - Fx: 713-350-2849  
  - Jack Nimmo - Asphalt Sales Mgr

---

**Vendor Quoted Item #4 as 5 gallons and not Bulk. Sent corrected sheet.**

- **Is there a Fuel Sur-Charge for Delivered Asphalt (per Ton):** No  
- **Delivery - Maximum hours after receipt of order:**  
  - No: 24 Hours  
  - Yes: 48 Hours  
- **What is the minimum load (Tons) before load fee is imposed:**  
  - No: 14 Tons  
  - Yes: 23 Tons  
- **What is the Load Fee if load is below minimum:**  
  - No: $5.50 per Ton  
  - Yes: $30.00 per Ton

- **Plant Location closest to Pasadena:**  
  - (1) 9519 Old Galveston Rd  
    - Houston, TX 77034  
  - (2) 5303 Navigation Blvd  
    - Houston, TX 77011

- **Distance (miles) from Corrigan Center:**  
  - (1) 6.88 Miles  
  - (2) 8.94 Miles  
  - 5.48 Miles
An Ordinance authorizing and approving contracts between the City of Pasadena, Texas and Century Asphalt, Ltd. (Group I) and Martin Asphalt Company (Group II) for the purchase by the City of Pasadena of asphalt, emulsified and tack oils for a period of one year.

WHEREAS, Century Asphalt, Ltd. (Group I) and Martin Asphalt Company (Group II) submitted the lowest responsible bids received October 8, 2013; NOW, THEREFORE,

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

SECTION 1. That those certain contracts, facsimiles of which are annexed hereeto, incorporated herein for all purposes and designated Exhibits “A” and “B”, by and between the City of Pasadena, Texas and Century Asphalt, Ltd. (Group I) and Martin Asphalt Company (Group II) for the purchase by the City of Pasadena of asphalt, emulsified and tack oils for a period of one year beginning on or about the date of final City Council approval, with an option of two, one (1) year extensions in 2014 and 2015, according to specifications as set forth in Notice to Bidders and bids/proposals of Century Asphalt, Ltd. and Martin Asphalt Company received pursuant thereto on October 8, 2013, are hereby authorized and approved.

SECTION 2. That the City Council finds that such contracts are 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 documents 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 22nd day of October, A. D., 2013.
APPROVED this the 22nd day of October, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the 29th day of October, A. D., 2013.
APPROVED this the 29th day of October, A. D., 2013.

JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:
LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:
LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS
THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into this 29th 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 Martin Asphalt Company 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 asphalt, emulsified and tack oils (Group II) for a period of one (1) year beginning on or about the date of final City Council approval, with an 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 October 8, 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.

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

II.
Contractor agrees to supply and deliver asphalt, emulsified and tack oils (Group II) 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 6th day of November, 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 $
COUNTY OF HARRIS $

This instrument was acknowledged before me on the day of __________________, 2013 by __________________, the ABCDE of MARTIN ASPHALT COMPANY, a corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR THE STATE OF TEXAS
Name: Ana Elisa Cazares

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

<table>
<thead>
<tr>
<th>MAILING DATE</th>
<th>TITLE</th>
<th>NUMBER</th>
<th>CLOSING DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept 16, 2013</td>
<td>Asphalt, Emulsified and Tack Oil</td>
<td>13-028</td>
<td>October 7, 2013 @ 4:00 pm CST</td>
</tr>
</tbody>
</table>

| BID WRITER | Richard Bennett, CPPB |

**NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL**

Martin Asphalt Company

**TAXPAYER IDENTIFICATION NUMBER**

75-2789062

**MAILING ADDRESS**

Three Riverway, Suite 1250

**CITY-STATE-ZIP**

Houston, TX 77056

**PH:**

713-350-6849

**EMAIL:**

JNIMMO@MARTINASPHALT.COM

**FX:**

713-350-2849

**WEB ADDRESS:**

WWW.MARTINASPHALT.COM

**TOTAL BID AMOUNT:**

Delivery: Calendar days after receipt of Purchase Order: 1 days (ARO)

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

**AUTHORIZED SIGNATURE**

[Signature]

**DATE**

9/20/2013

**PRINTED NAME/TITLE**

JNIMMO / ASPHALT SALES

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

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

Please note the following:

- This page must be completed and returned with your bid.
- Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- Bids received after the above closing date and time will not be accepted.
The City of Pasadena, Texas intends to purchase and invites you to submit a sealed bid for:

**ASPHALT, EMULSIFIED AND TACK OIL**

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before 4:00pm Monday, October 7, 2013 in the Office of the City Secretary, Room 115, 1211 Southmore Ave., Pasadena, Texas 77502. Bids will be publicly opened and read on October 8, 2013 at the 10:00 AM City Council meeting.

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.ci.pasadena.tx.us. If you do not have Internet access, you may obtain the documents by calling DemandStar by Onvia at (800) 711-1712 and request document number # 13-028 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, 1st Floor, 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: **September 15th & 22nd, 2013**
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CITY OF PASADENA
PURCHASING OFFICE

STANDARD PURCHASE DEFINITIONS (IFB)

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

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

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

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

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

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

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

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

7. Bids are responses to an Invitation for Bids.

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

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

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

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

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

13. Goods are supplies, materials, or equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ANTI-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. **ADDENDUM**

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

10. **SILENCE OF SPECIFICATIONS**

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

11. **NAME BRANDS**

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

12. **RECYCLED MATERIALS**

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

13. **INSPECTIONS & TESTING**

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

14. **PRICING**

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

15. **BID FORM COMPLETION**

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

17. **BID RETURNS**  
Return one (1) "ORIGINAL" bid and one (1) "COPY" of the bid shall be sealed in an envelope or package of comparable size. Please cut out and affix the bid label on page 22 to the outermost mailing envelope (UPS, USPS, FEDEX, etc..) of your bid to ensure proper delivery!

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;  
(e) the bidder's past relationship with the municipality;
21.2. The City reserves the right to make an award on the basis of considerations in evaluating bids. The City reserves the right 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 contract 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, up to $100,000, received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract 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 apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.3. In order to receive consideration, bidders must submit an Affidavit of Eligibility.

24. 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.
25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.
33. INDEMNITY

33.1. 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.

33.2. 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 NEGLIGENT 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.

33.3. PATENTS/COPYRIGHTS
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

34. 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.

35. DELIVERY OF GOODS/SERVICES

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

35.2. 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.
35.3. 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.

35.4. 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.

35.5. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

42.1. 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:

42.1.1. 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*

42.1.2. Such adjustment shall be based on the latest NON-PRELIMINARY 12-Month Percent Change in the Producer Price Index Industry Data (Series ID: PCU3241213241210111) 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. If documentation is not provided, a price increase will not be allowed.

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

42.1.4. 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.

43. **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 governmental 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)
1. QUESTIONS AND ADDENDUM
   All questions that bidders wish to have addressed and that might require an addendum must be submitted to the Purchasing Department in writing at least seven (7) days prior to the bid due date. If required, written addendum will be issued within two (2) days to all proposers who have received a copy of this IFB to facilitate receipt of questions they may be faxed to (713) 472-0144 ATTN: Richard Bennett, CPPB or e-mailed to Rbennett@ci.pasadena.tx.us. PLEASE NOTE: No portion of your bid response can be sent via fax or E-mail.

2. Sealed bids must be received in duplicate, on this form, prior to closing date and time to be considered.

3. The prices quoted in this proposal shall be F.O.B. Pasadena and cover costs for packaging, delivery, and handling to the City of Pasadena job site locations.

4. 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.

5. Prices quoted shall be firm for the entire term of the contract; one (1) year starting after bid is awarded by City Council to the successful bidder.

6. Award of contract shall be made on an "all or none" or "item by item" or "group by group" basis.

7. Orders shall be placed on an "as needed" basis. Bidder shall advise if there is a minimum dollar amount per order.

8. DELIVERY / PICK UP OF OILS AND EMULSIONS

8.1. PICKED UP MATERIAL
   For items picked up by City of Pasadena vehicles, the distribution point must lie within the confines of Harris and contiguous surrounding counties.

8.2. DELIVERED MATERIAL
   All material furnished shall be unloaded into City of Pasadena asphalt storage tanks, located at various points within the City limits. Delivery trucks must be equipped with pump and hose, capable of transferring the delivery into City storage tanks.

8.3. TEMPERATURE ADJUSTMENT OF OILS AND EMULSIONS
   The successful bidder shall make adjustments and allowance of volume of delivered material to compensate for increase in volume due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard U.S. gallons at 60° F. Bidders shall state in their bids the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Pasadena.

9. 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 claim against the City of Pasadena for any quantities ordered that are less than the estimated bid amount.

10. PURCHASE ORDERS
    An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. This contract purchase order will not list individual items or prices. Vendor must have the Contract Purchase Order before making any delivery. The City on a monthly basis will make payment.
11. **PLANT LOCATION**
Bidder must list the address of the plant nearest to the Pasadena City Limits where the City would pick up items on the bottom of Page 15 of this Bid.

12. **AVAILABILITY OF MATERIALS**
Materials shall be available for delivery or pick-up in quantities as specified by the City within twenty-four (24) hours after notification by the City has been given. Material must be available for delivery five (5) days per week from 7:00 a.m. until 5:00 p.m., Monday through Friday. If the Contractor is unable to comply with this requirement, after delivery is requested, the City reserves the right to purchase material in the open market and charge the difference in cost, if any, to the contractor.

13. In case of inclement weather, the City shall notify the contractor that delivery will be cancelled. The City will notify the contractor when a delivery previously cancelled can be re-scheduled.

14. **LATE DELIVERY**
If a delivery delay is foreseen, vendor shall give notice to the City. The City has the right to extend the delivery date if reasons appear valid. The vendor must keep the City advised at all times of the status of the order. If the vendor has orders in their possession which have not been completed within the specified delivery time, the City reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

15. **DAMAGE ASSESSMENT**
If a vendor is in default on an order, the City reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or removal of the vendor from the City's Bidders List.

16. **EMERGENCY DELIVERIES**
In case of an emergency 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 State or the vendor.

17. Fuel Surcharges shall only apply to asphalt that is delivered. The fuel surcharge rate shall be listed on page 14, Bid Pricing Sheet.
CITY OF PASADENA
PURCHASING OFFICE

SPECIFICATIONS

1. SCOPE:
The City of Pasadena is soliciting bids for asphalt, emulsified and tack oils with the lowest impact on the environment in accordance with the specifications listed herein. These items will be utilized by the Public Works for the construction and repair of streets located 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 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.

GROUP I - HOT-MIX ASPHALTIC CONCRETE PAVEMENT:

3. HOT-MIX ASPHALTIC CONCRETE PAVEMENT:
This item shall consist of material for a base course, leveling-up course and a surface course of any combination of their course as may be specified for Types "D".

3.1. SPECIFICATIONS:
All material furnished under this specification shall meet the minimum requirements of Item 340, 2004 Texas Department of Transportation Standard Specifications, TX-DOT Method TEX-204-F Design Method.

Asphalt for the paving mixture shall be of the type as determined by the City and shall meet the requirements of the Item 300 "Asphalts, Oils and Emulsions." This is dependent upon the season of the year and the resultant average daily weather temperature.

3.2. RECLAIMED ASPHALT PAVEMENT (RAP)
RAP shall not be allowed as part of this contract.

GROUP II - OILS AND EMULSIONS

4. OILS AND EMULSIONS
This item shall govern for asphalt cement, cutback asphalts, emulsified asphalts, other miscellaneous asphaltic materials and latex additives.

4.1. SPECIFICATIONS:
All material furnished shall conform to the requirements of Item 300, Asphalts, Oils and Emulsion 2004 Texas Department of Transportation Standard Specifications.

4.2. PICKED UP MATERIAL
For items picked up by City of Pasadena vehicles, the distribution point must lie within the confines of Harris and contiguous surrounding counties.

4.3. DELIVERED MATERIAL
All material furnished shall be unloaded into City of Pasadena asphalt storage tanks, located at various points within the City limits. Delivery trucks must be equipped with pump and hose, capable of transferring the delivery into City storage tanks.

4.4. TEMPERATURE ADJUSTMENT:
The successful bidder shall make adjustments and allowance of volume of delivered material to compensate for increase in volume due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard U.S. gallons at 60° F. Bidders shall state in their bids the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Pasadena.
CITY OF PASADENA
PURCHASING DEPARTMENT

BIDDER QUESTIONNAIRE & CHECKLIST

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<tbody>
<tr>
<td>1 General Requirements for Bids (pgs 2 – 9)</td>
<td>I acknowledge reading and understanding the General Requirements for Bids</td>
<td>J. N.</td>
</tr>
<tr>
<td>2 Special Conditions (pg 10 - 11)</td>
<td>I acknowledge reading and understanding the Special Conditions.</td>
<td>J. N.</td>
</tr>
<tr>
<td>3 Specifications (pgs 12)</td>
<td>I acknowledge reading and understanding the Specifications.</td>
<td>J. N.</td>
</tr>
</tbody>
</table>

**DID YOU REMEMBER TO:**

4 Fill out and return the Invitation for Bid (IFB) cover sheet.
5 Fill out and return the Bid Pricing Sheet (pgs 14 – 16)
6 Fill out and return the Deviations from Specifications Form (if applicable) (pg 17)
7 Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg 18)
8 Fill out and return the Solicitation Questionnaire. (pg 19)
9 Fill out and return the Bidder References Form (pg 20)
10 Fill out and return the Local Bidder Preference Claim Form (if applicable) (pg 21 - 22)
11 Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg 23)
12 Cut and put LABEL on the OUTER most envelope. (UPS, FedEx, Priority, etc....) (pg 24)
Good morning Richard

Please see attachment for copy of corrected PG#14 for the SS-1 & MS-1 pricing.

Thank you!

Laina Bridges
Martin Asphalt-Billing/Customer Service
Three Riverway, STE 1250
Houston, TX 77056
Direct: 713-350-6817
Fax: 713-350-2817
Cell: 713-202-6075
laina.bridges@martinmlp.com
For the purpose of evaluation, any item left “blank” will be deemed “no bid”.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I - HOT-MIX ASPHALTIC CONCRETE PAVEMENT - “Type “D”</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Hot-Mix Asphaltic Type “D” - picked up at Bidder’s plant, as needed</td>
<td>1,500</td>
<td>Tons</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Hot-Mix Asphaltic Type “D” delivered to various locations within the City of Pasadena, as needed</td>
<td>300</td>
<td>Tons</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL FOR GROUP I $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GROUP II - OILS AND EMULSIONS - * Unit Price shall be for a 5 gallon can.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>SS-1 Emulsified Asphalt - picked up at Bidders plant, as needed</td>
<td>500</td>
<td>Gallons</td>
<td>$2.55</td>
<td>$1275</td>
</tr>
<tr>
<td>4</td>
<td>MS-1 Tack Oil - (5 Gallon Pail) to be picked up at Bidders plant, as needed</td>
<td>50</td>
<td>5 Gallon Cans</td>
<td>$35.00</td>
<td>$1750</td>
</tr>
<tr>
<td>TOTAL FOR GROUP II $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FOR GROUPS I & II $

Fuel Surcharges shall ONLY apply to Asphalt that is DELIVERED, at a rate of $ _________ PER TON.
Fuel Surcharges shall be FIRM for one (1) year.

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.

______ maximum hours after receipt of order.

What is your minimum load, before a load fee is imposed? ________ Tons

If order is below the minimum load, what is your load fee? $_________ per Ton

Transfer Total to the Front Page

10-10-13 10:01 RCVD
CITY OF PASADENA
PURCHASING OFFICE

BID PRICING SHEET

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hot-Mix Asphallic Type &quot;D&quot; - picked up at Bidder’s plant, as needed</td>
<td>1,500 Tons</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hot-Mix Asphallic Type “D” delivered to various locations within the City of Pasadena, as needed</td>
<td>300 Tons</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR GROUP I</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>SS-1 Emulsified Asphalt - picked up at Bidders plant, as needed</td>
<td>500 Gallons</td>
<td>$35.00</td>
<td>$3500.00</td>
<td></td>
</tr>
<tr>
<td>*4</td>
<td>MS-1 Tack Oil - (5 Gallon Pail) to be picked up at Bidders plant, as needed</td>
<td>50 5 Gallon Cans</td>
<td>$35.00</td>
<td>$3500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR GROUP II</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR GROUPS I &amp; II</td>
<td></td>
<td></td>
<td></td>
<td>$3850.00</td>
</tr>
</tbody>
</table>

Transfer Total to the Front Page

Fuel Surcharges shall ONLY apply to Asphalt that is DELIVERED, at a rate of $2/4 PER TON. Fuel Surcharges shall be FIRM for one (1) year.

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.

___ maximum hours after receipt of order.

What is your minimum load, before a load fee is imposed? ___ Tons

If order is below the minimum load, what is your load fee? $ ___ per T

Contact information for checking status of orders and delivery:

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th><strong>Victoria Espino</strong></th>
<th>Telephone:</th>
<th>713-350-6852</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td><strong>Customer Service</strong></td>
<td>Fax:</td>
<td>713-350-2802</td>
</tr>
</tbody>
</table>

Below, please list the physical location of your nearest location for the following items.

**Plant Pick Up Location:**

Physical location (street address, city, state, zip) of the nearest plant to the City of Pasadena.

**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:** \( \phi \) % 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: \( \phi \) % (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:**

**Company Name:**

**Date:** 9/20/2013

**Accounts Receivables Information:**

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>
FULL LEGAL FIRM/COMPANY NAME: Maxtex Asphalt Company

BUSINESS STREET ADDRESS: Three Riverway, Suite 1250, Houston 77056

BUSINESS MAILING ADDRESS:

BUSINESS TELEPHONE NUMBER: 713-350-6800

BUSINESS FAX NUMBER: 713-350-2249

COUNTY: Harris        MINORITY OWNED: Yes ☐ No ☒ # OF EMPLOYEES: 100


YEAR ESTABLISHED:       NUMBER OF YEARS IN BUSINESS:

FEDERAL ID NO.: ____________________

NATURE OF BUSINESS: ____________________________________________________________

PRINCIPALS:

NAME: ____________________ TITLE: ____________________

NAME: ____________________ TITLE: ____________________

NAME: ____________________ TITLE: ____________________
## CITY OF PASADENA
### PURCHASING OFFICE

### DEVIATIONS FROM SPECIFICATIONS

Please list all deviations from specifications in space provided below. Please note item number of each piece of equipment for which you are showing deviations.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF DEVIATION</th>
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</tbody>
</table>
CITY OF PASADENA
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of Texas (State)
County of Pasadena (County)

Being first duly sworn, deposes and says that:

1. He/She is the Noelle Kornegay (Owner, Partner, Officer, or Agent)
of Martin Asphalt Company (Company), the party that has submitted the attached Proposal;

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

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

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

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

Authorized Representative’s Signature: Noelle Kornegay
Representative’s Name: Noelle Kornegay

Marketing-Asphalt
Company: Martin Asphalt Co.
Representative’s Title: Marketing-Asphalt

On this the 4 day of October, 2015, 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: [Seal]

(Name of Notary Public: Print, Stamp, or Type as Commissioned)
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
Commodity Code: 745-08, 12, 14, 21 & 87

IFB # 13-028 Asphalt, Emulsified and Tack Oil

BIDDER REFERENCES

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

1. COMPANY NAME: Jefferson County
   ADDRESS: ________________________________
   CITY / STATE / ZIP: Beaumont, TX
   PHONE NO.: 409.835.8500
   NAME OF CONTRACT: Mark Trahan

2. COMPANY NAME: City of Texas City
   ADDRESS: P.O. Drawer 2608
   CITY / STATE / ZIP: Texas City, TX
   PHONE NO.: 409.643.5910
   NAME OF CONTRACT: Jeff

3. COMPANY NAME: Guadalupe County
   ADDRESS: ________________________________
   CITY / STATE / ZIP: Seguin, TX
   PHONE NO.: 830.303.4188
   NAME OF CONTRACT: ________________________________
Commodity Code: 745-08, 12, 14, 21 & 87

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.

______________________ _______________________
Firm Name Submitting Bid Title of Authorized Representative

______________________ _______________________
Representative Title of Authorized Representative

______________________ _______________________
Address City, State, Zip

______________________ _______________________
Telephone Number Telefax Number

Indicate all that apply:

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

HUB Certification #: ____________________________
ORDINANCE NO. 2013-162

CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Agreement is made and entered into this 29th 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 Century Asphalt, Ltd. 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 asphalt, emulsified and tack oils (Group I) for a period of one (1) year beginning on or about the date of final City Council approval, with an 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 October 8, 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

EXHIBIT "A"

KPurchAnnSplt.Oils13
and all of the provisions of said documents upon its part to be performed.

II.
Contractor agrees to supply and deliver asphalt, emulsified and tack oils (Group I) 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

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

ATTEST:

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

APPROVED:

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

THE STATE OF TEXAS $
COUNTY OF HARRIS $

This instrument was acknowledged before me on the 6th day of November, 2013 by JOHNNY ISBELL as MAYOR of the City of Pasadena, Texas.

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

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the __ day of August October, 2013 by Richard Greer, the Vice President of CENTURY ASPHALT, LTD., a Texas corporation, on behalf of said corporation.

LINDA YVONNE ROSALES
Notary Public, State of Texas
My Commission Expires April 28, 2016

My Commission expires: 04/28/15
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL
Century Asphalt, Ltd.

MAILING ADDRESS
P.O. Box 187
Houston, TX 77001

PH:
713-292-2868

FX:
713-292-2885

EMAIL:
grreer@centuryasphalt.com

WEB ADDRESS:
www.centuryasphalt.com

TAXIDER PREP IDENTIFICATION NUMBER
20-1684066

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

BID AMOUNT:
$99,910.00

DELIVERY:
Calendar days after receipt of Purchase Order:
1 days (ARO)

PAYMENT TERMS:
0 %, net 30

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.

AUTHORlZED SIGNATURE
Richard Greer / V.P., Sales Manager

DATE 10-4-13

PRINTED NAME/TITLE

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. 13-028

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

ASPHALT, EMULSIFIED AND TACK OIL

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before 4:00pm Monday, October 7, 2013 in the Office of the City Secretary, Room 115, 1211 Southmore Ave., Pasadena, Texas 77502. Bids will be publicly opened and read on October 8, 2013 at the 10:00 AM City Council meeting.

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.ci.pasadena.tx.us. If you do not have Internet access, you may obtain the documents by calling DemandStar by Onvia at (800) 711-1712 and request document number #13-028 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, 1st Floor, 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: September 15th & 22nd, 2013
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<th>Section</th>
<th>Page</th>
</tr>
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<tbody>
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<td>STANDARD PURCHASE DEFINITIONS (IFB)</td>
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</tr>
<tr>
<td>GENERAL REQUIREMENTS FOR BIDS</td>
<td>2</td>
</tr>
<tr>
<td>SPECIAL CONDITIONS</td>
<td>10</td>
</tr>
<tr>
<td>SPECIFICATIONS</td>
<td>12</td>
</tr>
<tr>
<td>BIDDER QUESTIONNAIRE &amp; CHECKLIST</td>
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<td>14</td>
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<td>17</td>
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<td>18</td>
</tr>
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<td>SOLICITATION QUESTIONNAIRE</td>
<td>19</td>
</tr>
<tr>
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<td>20</td>
</tr>
<tr>
<td>FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY</td>
<td>21</td>
</tr>
<tr>
<td>BID/PROPOSAL LABEL</td>
<td>22</td>
</tr>
</tbody>
</table>
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.
CITY OF PASADENA
PURCHASING OFFICE

GENERAL REQUIREMENTS FOR BIDS

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

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

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

2. ANTI 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.

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8. **INTERLOCAL PARTICIPATION**

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

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

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

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

9. **ADDENDA**

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

10. **SILENCE OF SPECIFICATIONS**

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

11. **NAME BRANDS**

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

12. **RECYCLED MATERIALS**

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

13. **INSPECTIONS & TESTING**

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

14. **PRICING**

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

15. **BID FORM COMPLETION**

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

17. **BID RETURNS**
Return one (1) "ORIGINAL" bid and one (1) "COPY" of the bid shall be sealed in an envelope or package of comparable size. Please cut out and affix the bid label on page 22 to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!

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;
(e) the bidder's past relationship with the municipality;
21.2. The City reserves the right to make an award on the basis of low line item, low total of lines 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 contract 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 factors that have a bearing on 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. 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, up to $100,000, received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract 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 apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

23.3. In order to receive consideration, bidders must submit an Affidavit of Eligibility.

24. 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.
25. **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.

26. **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.

27. **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instruction), 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.
33. INDEMNITY

33.1. 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.

33.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENCE 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.

33.3. PATENTS/COPYRIGHTS
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

34. 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.

35. DELIVERY OF GOODS/SERVICES

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

35.2. 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.
35.3. 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.

35.4. 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 the 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.

35.5. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.
42. **CONTRACT RENEWALS**

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

42.1. 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:

42.1.1. 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

42.1.2. Such adjustment shall be based on the latest NON-PRELIMINARY 12-Month Percent Change in the Producer Price Index Industry Data (Series ID: PCU3241213241210111) 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. If documentation is not provided, a price increase will not be allowed.

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

42.1.4. 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.

43. **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 governmental 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)
CITY OF PASADENA
PURCHASING OFFICE

SPECIAL CONDITIONS

1. QUESTIONS AND ADDENDUM
All questions that bidders wish to have addressed and that might require an addendum must be submitted to
the Purchasing Department in writing at least seven (7) days prior to the bid due date. If required, written
addendum will be issued within two (2) days to all proposers who have received a copy of this IFB to facilitate
receipt of questions they may be faxed to (713) 472-0144 ATTN: Richard Bennett, CPPB or e-mailed to
Rbennett@ci.pasadena.tx.us. PLEASE NOTE: No portion of your bid response can be sent via fax or E-mail.

2. Sealed bids must be received in duplicate, on this form, prior to closing date and time to be considered.

3. The prices quoted in this proposal shall be F.O.B. Pasadena and cover costs for packaging, delivery, and
handling to the City of Pasadena job site locations.

4. 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.

5. Prices quoted shall be firm for the entire term of the contract, one (1) year starting after bid is awarded by
City Council to the successful bidder.

6. Award of contract shall be made on an "all or none" or "item by item" or "group by group" basis.

7. Orders shall be placed on an "as needed" basis. Bidder shall advise if there is a minimum dollar amount per
order.

8. DELIVERY / PICK UP OF OILS AND EMULSIONS

8.1. PICKED UP MATERIAL
For items picked up by City of Pasadena vehicles, the distribution point must lie within the confines of
Harris and contiguous surrounding counties.

8.2. DELIVERED MATERIAL
All material furnished shall be unloaded into City of Pasadena asphalt storage tanks, located at
various points within the City limits. Delivery trucks must be equipped with pump and hose, capable
of transferring the delivery into City storage tanks.

8.3. TEMPERATURE ADJUSTMENT OF OILS AND EMULSIONS
The successful bidder shall make adjustments and allowance of volume of delivered material to
compensate for increase in volume due to temperature. Payment will be made for the measured
amount at the point of delivery adjusted to standard U.S. gallons at 60° F. Bidders shall state in their
bids the manner in which such adjustment is to be made. Such correction and adjustment shall be
shown on invoice billing to the City of Pasadena.

9. 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 claim against the City of Pasadena for any quantities ordered that are less than
the estimated bid amount.

10. PURCHASE ORDERS
An annual contract purchase order will be issued for each City agency authorized to place orders against this
annual contract. This contract purchase order will not list individual items or prices. Vendor must have the
Contract Purchase Order before making any delivery. The City on a monthly basis will make payment.
11. PLANT LOCATION
Bidder must list the address of the plant nearest to the Pasadena City Limits where the City would pick up items on the bottom of Page 15 of this Bid.

12. AVAILABILITY OF MATERIALS
Materials shall be available for delivery or pick-up in quantities as specified by the City within twenty-four (24) hours after notification by the City has been given. Material must be available for delivery five (5) days per week from 7:00 a.m until 5:00 p.m, Monday through Friday. If the Contractor is unable to comply with this requirement, the City reserves the right to purchase material in the open market and charge the difference in cost, if any, to the contractor.

13. In case of inclement weather, the City shall notify the contractor that delivery will be cancelled. The City will notify the contractor when a delivery previously cancelled can be re-scheduled.

14. LATE DELIVERY
If a delivery delay is foreseen, vendor shall give notice to the City. The City has the right to extend the delivery date if reasons appear valid. The vendor must keep the City advised at all times of the status of the order. If the vendor has orders in their possession which have not been completed within the specified delivery time, the City reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

15. DAMAGE ASSESSMENT
If a vendor is in default on an order, the City reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or removal of the vendor from the City’s Bidders List.

16. EMERGENCY DELIVERIES
In case of an emergency 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 State or the vendor.

17. Fuel Surcharges shall only apply to asphalt that is delivered. The fuel surcharge rate shall be listed on page 14, Bid Pricing Sheet.
CITY OF PASADENA
PURCHASING OFFICE

SPECIFICATIONS

1. SCOPE:
The City of Pasadena is soliciting bids for asphalt, emulsified and tack oils with the lowest impact on the environment in accordance with the specifications listed herein. These items will be utilized by the Public Works for the construction and repair of streets located 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 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.

GROUP I - HOT-MIX ASPHALTIC CONCRETE PAVEMENT:

3. HOT-MIX ASPHALTIC CONCRETE PAVEMENT:
This item shall consist of material for a base course, leveling-up course and a surface course of any combination of their course as may be specified for Types "D".

3.1. SPECIFICATIONS:
All material furnished under this specification shall meet the minimum requirements of Item 340, 2004 Texas Department of Transportation Standard Specifications, TX-DOT Method TEX-204-F Design Method.

Asphalt for the paving mixture shall be of the type as determined by the City and shall meet the requirements of the Item 300 "Asphalts, Oil and Emulsions." This is dependent upon the season of the year and the resultant average daily weather temperature.

3.2. RECLAIMED ASPHALT PAVEMENT (RAP)
RAP shall not be allowed as part of this contract.

GROUP II - OILS AND EMULSIONS

4. OILS AND EMULSIONS
This item shall govern for asphalt cement, cutback asphalts, emulsified asphalts, other miscellaneous asphalactic materials and latex additives.

4.1. SPECIFICATIONS:
All material furnished shall conform to the requirements of Item 300, Asphalts, Oils and Emulsion 2004 Texas Department of Transportation Standard Specifications.

4.2. PICKED UP MATERIAL
For items picked up by City of Pasadena vehicles, the distribution point must lie within the confines of Harris and contiguous surrounding counties.

4.3. DELIVERED MATERIAL
All material furnished shall be unloaded into City of Pasadena asphalt storage tanks, located at various points within the City limits. Delivery trucks must be equipped with pump and hose, capable of transferring the delivery into City storage tanks.

4.4. TEMPERATURE ADJUSTMENT:
The successful bidder shall make adjustments and allowance of volume of delivered material to compensate for increase in volume due to temperature. Payment will be made for the measured amount at the point of delivery adjusted to standard U.S. gallons at 60° F. Bidders shall state in their bids the manner in which such adjustment is to be made. Such correction and adjustment shall be shown on invoice billing to the City of Pasadena.
<table>
<thead>
<tr>
<th>Item</th>
<th>Note</th>
<th>Bidders Init.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  General Requirements for Bids (pgs 2 – 9)</td>
<td>I acknowledge reading and understanding the General Requirements for Bids</td>
<td></td>
</tr>
<tr>
<td>2  Special Conditions (pg 10 - 11)</td>
<td>I acknowledge reading and understanding the Special Conditions.</td>
<td></td>
</tr>
<tr>
<td>3  Specifications (pgs 12)</td>
<td>I acknowledge reading and understanding the Specifications.</td>
<td></td>
</tr>
</tbody>
</table>

**DID YOU REMEMBER TO:**

4 Fill out and return the Invitation for Bid (IFB) cover sheet.

5 Fill out and return the Bid Pricing Sheet (pgs 14 – 16)

6 Fill out and return the Deviations from Specifications Form (if applicable) (pg 17)

7 Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg 18)

8 Fill out and return the Solicitation Questionnaire. (pg 19)

9 Fill out and return the Bidder References Form (pg 20)

10 Fill out and return the Local Bidder Preference Claim Form (if applicable) (pg 21 - 22)

11 Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg 23)

12 Cut and put LABEL on the OUTER most envelope. (UPS, FedEx, Priority, etc....) (pg 24)
For the purpose of evaluation, any item left "blank" will be deemed "no bid".

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>HOT-MIX ASPHALTIC CONCRETE PAVEMENT - &quot;Type &quot;D&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Hot-Mix Asphaltic Type &quot;D&quot; - picked up at Bidder's plant, as needed</td>
<td>1,500</td>
<td>Tons</td>
<td>$53.25</td>
<td>$79,875.00</td>
</tr>
<tr>
<td>2</td>
<td>Hot-Mix Asphaltic Type &quot;D&quot; delivered to various locations within the City of Pasadena, as needed</td>
<td>300</td>
<td>Tons</td>
<td>$58.45</td>
<td>$17,535.00</td>
</tr>
<tr>
<td><strong>TOTAL FOR GROUP I</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$97,410.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GROUP II</th>
<th>OILS AND EMULSIONS - * Unit Price shall be for a 5 gallon can.</th>
</tr>
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<tbody>
<tr>
<td>3</td>
<td>SS-1 Emulsified Asphalt - picked up at Bidders plant, as needed</td>
</tr>
<tr>
<td>*4</td>
<td>MS-1 Tack Oil - (5 Gallon Pail) to be picked up at Bidders plant, as needed</td>
</tr>
<tr>
<td><strong>TOTAL FOR GROUP II</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FOR GROUPS I & II** $99,910.00

Transfer Total to the Front Page

Fuel Surcharges shall ONLY apply to Asphalt that is DELIVERED, at a rate of $N/A PER TON. Fuel Surcharges shall be FIRM for one (1) year.

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.

24 maximum hours after receipt of order.

What is your minimum load, before a load fee is imposed? 14 Tons

If order is below the minimum load, what is your load fee? $5.50 per Ton
Contact information for checking status of orders and delivery:

<table>
<thead>
<tr>
<th>Contact Name: Richard Greer</th>
<th>Telephone: 713-292-2868</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Vice President, Sales Manager</td>
<td>Fax: 713-292-2885</td>
</tr>
</tbody>
</table>

Below, please list the physical location of your nearest location for the following items:

<table>
<thead>
<tr>
<th>Plant Pick Up Location</th>
<th>Location</th>
<th>City</th>
<th>Zip</th>
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<tbody>
<tr>
<td>(1) 9519 Galveston Road</td>
<td>Houston</td>
<td>77034</td>
<td></td>
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<tr>
<td>(2) 5303 Navigation Blvd.</td>
<td>Houston</td>
<td>77011</td>
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</tbody>
</table>

Physical location (street address, city, state, zip) of the nearest plant to the City of Pasadena.

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 [x] 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: 0% (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: Vice President, Sales Manager

Company Name: Century Asphalt, Ltd.

Date: 10/04/13

Accounts Receivables Information:

<table>
<thead>
<tr>
<th>Contact Name: Daniel Clift</th>
<th>Title: Credit Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address: P.O. Box 187</td>
<td></td>
</tr>
<tr>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td>Telephone: 713-292-2868</td>
<td>Fax: 713-292-2885</td>
</tr>
<tr>
<td><strong>FULL LEGAL FIRM/COMPANY NAME:</strong> Century Asphalt, Ltd.</td>
<td><strong>BUSINESS STREET ADDRESS:</strong> 5303 Navigation / Houston Texas 77011</td>
</tr>
<tr>
<td><strong>BUSINESS MAILING ADDRESS:</strong> P.O. Box 187 / Houston, Texas 77001</td>
<td><strong>BUSINESS TELEPHONE NUMBER:</strong> 713-292-2868</td>
</tr>
<tr>
<td><strong>BUSINESS FAX NUMBER:</strong> 713-292-2885</td>
<td><strong>COUNTY:</strong> Harris</td>
</tr>
<tr>
<td><strong>MINORITY OWNED:</strong> Yes</td>
<td><strong># OF EMPLOYEES:</strong> 138</td>
</tr>
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</table>

| **CORPORATION:** | **PARTNERSHIP:** | **PROPRIETORSHIP:** | **L.L.C.:** | **L.L.P.:** |
| **YEAR ESTABLISHED:** 1999 | **NUMBER OF YEARS IN BUSINESS:** 14 |
| **FEDERAL ID NO.:** 20-1684066 | **NATURE OF BUSINESS:** Hot mix asphalt supplier |

**PRINCIPALS:**

| **NAME:** Derek Angel | **TITLE:** General Manager, Vice President |
| **NAME:** Richard Greer | **TITLE:** Vice President, Sales Manager |
| **NAME:** | **TITLE:** |
CITY OF PASADENA
PURCHASING OFFICE

DEViations FROM SPECIFICATIONS

Please list all deviations from specifications in space provided below. Please note item number of each piece of equipment for which you are showing deviations.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF DEVIATION</th>
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CITY OF PASADENA
PURCHASING OFFICE

NON-COLLUSION AFFIDAVIT

State of Texas

County of Harris

Being first duly sworn, deposes and says that:

1. He/She is the VP, Sales Manager (Owner, Partner, Officer, Representative or Agent) of Century Asphalt, Ltd., (Company), the party that has submitted the attached Proposal;

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

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

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

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

Authorized Representative’s Signature

Richard Greer

Representative’s Name
Century Asphalt, Ltd.
Company Name
Vice President, Sales Manager
Representative’s Title

On this the 4th day of October 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:

LINDA YVONNE ROSALES
Notary Public, State of Texas
My Commission Expires April 28, 2015
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
  - [x] 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: City of La Porte
   ADDRESS: 604 W. Fairmont Parkway
   CITY / STATE / ZIP: La Porte, TX 77571
   PHONE NO.: 281-470-5126
   NAME OF CONTRACT: Sandie Scarborough

2. COMPANY NAME: Galveston County
   ADDRESS: 722 Moody, Fifth Floor
   CITY / STATE / ZIP: Galveston, TX 77550
   PHONE NO.: 409-621-7987
   NAME OF CONTRACT: Rufus Crowder

3. COMPANY NAME: City of Houston Public Works
   ADDRESS: P.O. Box 61489
   CITY / STATE / ZIP: Houston, TX 77028
   PHONE NO.: 832-395-3673
   NAME OF CONTRACT: Catherine Scott
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.

Firm Name Submitting Bid

Representative

Title of Authorized Representative

Address

City, State, Zip

Telephone Number

Telefax Number

Indicate all that apply:

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

HUB Certification #: __________________________