# Request For Offer (RFO)

**MAILING DATE**

September 7, 2014

**TITLE**

Sale of approximately 1.0043 acres of land, a portion of Tract “2B”, Replat of Tract “2” of the Replat of Southmore Medical Subdivision

**NUMBER**

14-023

**CLOSING DATE & TIME**

Monday, September 22, 2014 @ 4:00pm

**NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL**

**TAXPAYER IDENTIFICATION NUMBER**

**MAILING ADDRESS**

NO OFFER: If not submitting an Offer, state reason below and return one copy of this form

**CITY-STATE-ZIP**

**PH:**

**EMAIL:**

**FX:**

**WEB ADDRESS:**

**TOTAL OFFER AMOUNT**

$__________________________

Offers are firm for Acceptance for 90 days

Yes ☐ No ☐ Other ☐

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an Offer for the same property, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror. In submitting an Offer to the City of Pasadena the Offeror offers and agrees that if the offer is accepted, the Offeror 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 Texas 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 Offeror.

**AUTHORIZED SIGNATURE**

**DATE**

**PRINTED NAME/TITLE**

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

Addendum #1 ☐ Addendum #2 ☐ Addendum #3 ☐ Addendum #4 ☐

Please note the following:

- **This page must be completed and returned with your offer**
- Offers must be submitted in a sealed envelope, marked with offer number & closing date.
- Offers received after the above closing date and time will not be accepted.
LEGAL ADVERTISEMENT

NOTICE TO OFFERORS
RFO No. 14-023

The City of Pasadena, Texas invites interested parties to submit offers to purchase surplus property.

Sale of approximately 1.0043 acres of land out of Tract "2B’ of the replat of Southmore Medical Subdivision as recorded under film code no. 5244089, Harris County, Texas

Offers will be received by the City of Pasadena, Texas on or before 4:00pm Monday September 22, 2014 in the Office of the City Secretary; 1211 Southmore Ave.; Pasadena, Texas 77502. Offers will be publicly opened and read on Tuesday, September 23, 2014 at 3:00pm in the Main Conference Room of City Hall.

Copies of the property survey and appraisal are available for viewing in the City of Pasadena Engineering Department located at 1114 Davis, 1st Floor.

Offerors should take caution if U.S. mail or mail delivery services are used for the submission of offers. Mailing should be made in sufficient time for offers to arrive in the City Secretary’s Office, prior to the time and date specified above.

Published in the Pasadena Citizen September 7, 2014 and September 14, 2014
CITY OF PASADENA
TABLE OF CONTENTS

PART I - GENERAL INSTRUCTIONS ........................................................................................................ 1
PART II - STANDARD SALE DEFINITIONS (RFO, SALE) ............................................................................. 3
PART III - SOLICITATION INSTRUCTIONS (RFO, SALE) ......................................................................... 5
PART IV - STANDARD SALE TERMS AND CONDITIONS (RFO, SALES) ..................................................... 9
PART V - SPECIAL TERMS AND CONTINGENCIES OF SALE .................................................................15
AGREEMENT TO PURCHASE REAL PROPERTY ....................................................................................17
1. **SCAPE OF WORK:**
   This is a request for offer for interested parties to purchase approximately 1.0043 acres of land, a portion of Tract "2B", Replat of Tract "2" of the Replat of Southmore Medical Subdivision.

   **The MINIMUM ACCEPTABLE OFFER for the surplus property is:**
   $95,000.00

   In addition, the successful Offeror must pay property taxes from closing forward, all document preparation costs (deeds, etc.) related to the acquisition, all costs of title insurance and all closing costs at closing. A copy of the Appraisal Report is available for review. Please contact Natalie Herrera in the Engineering Department at 713-475-4868 to make an appointment to review the Appraisal Report.

2. **SITE DESCRIPTION AND LOCATION OF PROPERTY:**
   This tract of land is located in the jurisdiction of the City of Pasadena in Harris County described as:

   **Summary of Physical Information:**
   - Land Use Code: 4685 Miscellaneous Government
   - Land Area: 43,746 sq ft
   - Owner of Record: City of Pasadena
   - Utilities: All Available

3. **ACCESS**
   Access to Curtis Avenue

4. **UTILITIES**
   The Property is provided with public water and sanitary sewer services through the City of Pasadena.

5. **PROPERTY TAX INFORMATION**
   The Property is subject to taxing authorities including:

   **Jurisdictions**
   - 021 PASADENA INDEPENDENT SCHOOL DISTRICT
   - 040 HARRIS COUNTY
   - 041 HARRIS COUNTY FLOOD CONTROL
   - 042 PORT OF HOUSTON AUTHORITY
   - 043 HARRIS COUNTY HOSPITAL DISTRICT
   - 044 HARRIS COUNTY EDUCATION DEPARTMENT
   - 047 SAN JACINTO COMMUNITY COLLEGE DISTRICT
   - 074 CITY OF PASADENA

6. **INSPECTION FOR HEALTH AND BUILDING CODES**
   The City of Pasadena will not conduct or fund any of the following services: (1) structural reports;
(2) termite inspection; (3) testing for lead based paint; (4) domestic water quality test; and (5) appraisal. If Offeror desires these services, they are to be acquired by Offeror at the Offeror's sole expense.

7. **TAXES AND PRORATIONS**  
   Because Seller is a governmental entity, there are no property taxes presently owing on the Property. Buyer shall be responsible for all property taxes that occur from the date of closing forward, including any property tax assessments resulting from change of use or ownership. Any special assessments that may be on the Property shall be pro rated with the City of Pasadena paying for all such special assessments up to the date of closing and the Buyer paying for all such special assessments from the date of closing forward.

8. **TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**  
   On the closing date, the successful Offeror shall tender to the City of Pasadena the purchase price. Only cashier’s check, certified check, money order, or confirmed wire transfer of funds will be accepted. Upon such tender being made by the successful Offeror, the City of Pasadena, shall deliver to the successful Offeror a Deed without Warranty [with Vendor’s Lien] to the Real Estate Sales Contract.

9. **DOCUMENTARY STAMPS AND COST OF RECORDING**  
   The successful Offeror shall pay all taxes, fees, and other costs relating to Closing and sale, except as otherwise specified in the Offer Documents.

10. **CONTRACT**  
    No oral statements or representations made by, or for, or on behalf of either party shall be a part of the contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful Offeror without consent of the City of Pasadena, and any assignment transaction without such consent is void.
CITY OF PASADENA
PURCHASING OFFICE

PART II - STANDARD SALE DEFINITIONS (RFO, SALE)

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 Offers** means multiple Offers with substantive variations from the same Offeror in response to a Solicitation.

3. **Authorized City Representative** means a person designated by the Mayor to act for the Contract Awarding Authority.

4. **Bid Guaranty** guarantees that the Offeror (a) will not withdraw the Offer 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 Offeror upon execution of a Contract.

5. **Bid Sheet** is a document, signed and dated by the Offeror, containing unit and extended offer prices for all goods, identified by item numbers and descriptions, for which offers are being submitted.

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

7. **Contract** means the binding legal agreement between the City and the Contractor. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Sale Terms and Conditions (RFO, Sale), Supplemental Sale Provisions (RFO, Sale) if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

   7.1. any exceptions to the Offer accepted in writing by the City
   7.2. the Supplemental Sale Provisions (RFO, Sale)
   7.3. the Standard Sale Terms and Conditions (RFO, Sale)
   7.4. the Offer, exhibits, and attachments within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work

8. **Contract Awarding Authority** means a City department authorized to enter into Contracts on behalf of the City.

9. **Contractor** means an Offeror who is buying goods from the City.

10. **Due Date** means the date and time specified for receipt of Offers.

11. **Goods** are supplies, materials, or equipment.

12. **Highest Responsible Offer** means the highest offer meeting all requirements of the specifications, terms, and conditions of the Request for Offer. The term “responsible” refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
13. **Highest Responsible Offeror** means the Offeror submitting the Highest Responsible Offer.

14. **Offer** means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, an Offer submitted in response to a Request for Offer, 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.

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

16. **Purchasing Office** refers to the Purchasing Office of the City.

17. **Solicitation** means, as applicable, a Request for Offer, Request for Proposal, Request for Qualifications or a Request for Offer.
CITY OF PASADENA
PURCHASING OFFICE

PART III - SOLICITATION INSTRUCTIONS (RFO, SALE)

1. SOLICITATION
   1.1. Review of Documents: Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

   1.2. Location of Documents: Solicitations are issued by the Contract Awarding Authority. The location and phone number for the Contract Awarding Authority are specified in the advertisement and in the Solicitation.

2. EXPLANATIONS OR CLARIFICATIONS
   Any explanation, clarification, or interpretation desired by an Offeror regarding any part of the Solicitation must be requested in writing from the Purchasing Office with sufficient time allowed for a written addendum to reach each Offeror before the submission of their Offer. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Offerors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be faxed to the Purchasing Office at (713) 472-0144. The fax must clearly identify the offeror's name and the solicitation number. Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation.

3. PRE-OFFER CONFERENCE
   If a pre-offer conference is mandatory, the time, place, and mandatory nature of the conference will be specified on the cover page of the solicitation. If a pre-offer conference is mandatory and is not attended by an Offeror, the offer will be rejected.

4. PREPARATION OF OFFERS
   Each Offeror must furnish the information required by the Solicitation on the documents provided. Offers submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will generally result in rejection of the offer.

   4.1. Taxes: This sale will be subject to all applicable City and State sales and use taxes unless the successful Offeror or the purchase qualifies as tax-exempt. The successful Offeror must provide the appropriate tax exemption certificate to the City at the time of payment.

   4.2. Prices: Offers shall be firm unless otherwise specified. Pricing shall be entered on the Offer Sheet in ink. Totals shall be entered in the "Total Price" column of the Offer Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

   4.3. Signature: The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the offer must be initialed by the Offeror.

   4.4. Offer Guaranty: When required by the Solicitation, an Offer must be accompanied by a Bid bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
4.5. **Alternate Offers**: Alternate offers will be rejected unless the Solicitation authorizes their submission.

4.6. **Exceptions**: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the offer.

4.7. **Offer Preparation Costs**: All costs associated with preparing an Offer in response to a Solicitation shall be borne by the Offeror.

5. **SUBMISSION OF OFFERS**

Unless otherwise specified, Offerors are required to submit an executed original and one copy of the offer.

5.1. **Documents required with Offer**: The following documents must be submitted with each Offer prior to the Due Date:

- 5.1.1. the signed Offer and Award Sheet
- 5.1.2. any document included in the Solicitation requiring completion or execution by the Offeror
- 5.1.3. any additional document required by the Solicitation

All other pages in the Solicitation should be retained by the Offeror.

5.2. **Mailing**: Offers must be returned in a sealed envelope or container marked on the outside with the following information:

- **Offeror’s name**
- **Address**
- **Solicitation number**
- **Due date and time**

When sending an Offer, use the proper address for type of service desired, as shown below.

<table>
<thead>
<tr>
<th>PO Box Address for US Mail</th>
<th>Street Address for Hand Delivery or Courier</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Pasadena</td>
<td>City of Pasadena</td>
</tr>
<tr>
<td>City Secretary’s Office</td>
<td>City Secretary’s Office</td>
</tr>
<tr>
<td>PO Box 652</td>
<td>1211 Southmore, Suite 115</td>
</tr>
<tr>
<td>Pasadena, Texas 77501</td>
<td>Pasadena, Texas 77502</td>
</tr>
<tr>
<td></td>
<td>Phone: (713) 475-5513</td>
</tr>
</tbody>
</table>

Note: Offers that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

5.3. **Addendum.** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the offer or under separate cover prior to the Due Date. The Addendum must be returned in a sealed envelope marked on the outside with the Offeror’s name, address, the Solicitation number, and the Due Date.

5.4. **Late Offers.** Offers must be received in the City Secretary’s Office prior to the Due Date. All Offers received after the Due Date are considered late and will be returned to the Offeror unopened. The time stamp clock in the City Secretary’s Office is the time of record. It is the sole responsibility of the Offeror to ensure timely delivery of the offer. The City will not be responsible for failure of service on the part of the US Postal Service, courier companies, or any other form of delivery service chosen by the Offeror.
6. **MODIFICATION OR WITHDRAWAL OF OFFERS**

6.1. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.

6.2. **Withdrawal of Offers:** Offers may be withdrawn in writing, telegraphically, by facsimile (provided that the facsimile is signed by the Offeror), or in person, at any time prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. No Offers may be withdrawn after the Due Date without forfeiture of the Bid Bond, unless there is a material error in the offer. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

7. **OPENING OF OFFERS**

All offers are opened publicly in the Office of the City Secretary.

8. **EVALUATION FACTORS AND AWARD**

8.1. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous.

8.2. **Award:** Offers will be awarded to the Highest Responsible Offeror.

8.3. **Acceptance of Offer:** Acceptance of an Offer will be in the form of a Price Agreement. The contents of the offer will become part of the Agreement.

8.4. **Reservations:** The City expressly reserves the right to:

8.4.1. extend the Solicitation opening date and time;
8.4.2. consider and accept Alternate Offers, if specified in the Solicitation, when most advantageous to the City;
8.4.3. waive as an informality, minor deviations from specifications provided they do not affect competition;
8.4.4. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
8.4.5. add additional terms or modify existing terms in the Solicitation;
8.4.6. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
8.4.7. reject an Offer received from an Offeror or Principal who is currently debarred or suspended by the City;
8.4.8. reject an Offer received from an Offeror or Principal who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
8.4.9. reject an Offer that contains fraudulent information;
8.4.10. reject an Offer that has material omissions;
8.4.11. reject or cancel any or all Offers;
8.4.12. reissue a Solicitation; and/or
8.4.13. sell any item by other means

9. **POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR**

9.1. **Certificates of Insurance:** When insurance is required, the Offeror must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14
9.2. **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Offeror must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
CITY OF PASADENA
PURCHASING DEPARTMENT

PART IV - STANDARD SALE TERMS AND CONDITIONS

The City of Pasadena (City) and the Contractor agree as follows:

1. **CONTRACTOR’S OBLIGATIONS.** The Contractor shall fully and timely meet all obligations described in the Solicitation and in the Contractor’s Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, the Contract shall be effective as of the date the Contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **TITLE & RISK OF LOSS.** Title to and risk-of-loss of the Property shall pass to the Contractor when the Contractor receives and accepts the Property. The City warrants that it has the right to convey the Property to the Contractor, and the Contractor will receive good and indefeasible title to the Property sold to the Contractor by the City, free and clear of all liens, encumbrances and claims.

4. **LIMITATION OF LIABILITY.** Property is sold by the City on an “AS-IS, WHERE-IS” BASIS. Except as expressly set forth in the Solicitation, the City disclaims all warranties, expressed or implied, as to the condition, quality, or fitness of the Property, including, but not limited to, warranties of merchantability or fitness for a particular purpose. In no event shall the City be liable to the Contractor on any claim or cause of action related to or concerning the Property or the Solicitation for incidental, special, consequential, or punitive damages. The City’s total aggregate liability to the Contractor on any claims or causes of action related to or concerning the Property or the Solicitation shall be limited to the sale price of the Property.

5. **WORKFORCE**
   5.1. The Contractor, its employees, subcontractors, and subcontractor’s employees may not while engaged in participating or responding to a solicitation or while in the course and scope of taking delivery of Property under a City of Pasadena contract or on the City’s property;
      5.1.1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
      5.1.2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs on City property.

   5.2. If the City or City representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on City property, the Contractor shall immediately remove such worker from Contract participation, and may not employ such worker again in Contract participation without the City’s prior written consent.
6. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS** The Contractor, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the Contract, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor’s obligations under this paragraph.

7. **PAYMENT** Payment for the Property shall be due prior to taking possession of the Property, unless otherwise specified in the Solicitation.

8. **WARRANTY-PRICE** The Contractor certifies that the price in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other firm or with any competitor.

9. **CREDIT** The Offeror shall promptly provide the City, upon request, such financial information as the City may require to determine the credit worthiness of the Offeror, including but not limited to, annual reports, audited financial statements, and SEC form 10Ks. The City may condition any sale on the Offeror either pre-paying for the Goods being sold, or upon the Offeror posting an unconditional payment guarantee from a credit-worthy parent, affiliate, or principal of Offeror, or other security for payment in an amount and form acceptable to the City. Failure of the Offeror to post or maintain required security, or an adverse credit report on Offeror from a nationally recognized credit rating agency, shall be grounds for insecurity, for which the City may demand written assurance.

10. **RIGHT TO ASSURANCE** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified when demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

11. **DEFAULT** The Contractor shall be in default under the Contract if the Contractor (a) fails to make any payment when due, (b) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (c) fails to provide adequate assurance of performance under Paragraph 11, or (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

12. **TERMINATION FOR CAUSE** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. If Buyer should fail to make any payment in full when due, then in addition to any other right or remedy available to the City, City may immediately and without notice suspend any further sales or deliveries to Contractor until the amount due, including accrued interest has been paid in full. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor’s default, including, without limitation, cost of cover, reasonable attorneys’ fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City’s Contractor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative, and are not exclusive of any other right or remedy provided by law.
13. **TERMINATION WITHOUT CAUSE** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days’ prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The Contractor shall pay the City for all Goods received but not paid for prior to the date of termination in accordance with the terms hereof.

14. **FRAUD** Fraudulent statements by the Contractor on any Offer shall be grounds for the termination of the Contract for cause by the City, and may result in legal action.

15. **INDEMNITY**

15.1. **DEFINITIONS:**

15.1.1. "INDEMNIFIED CLAIMS" SHALL INCLUDE ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS AND LIABILITY OF EVERY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL COSTS AND EXPENSES OF LITIGATION, MEDIATION OR OTHER ALTERNATE DISPUTE RESOLUTION MECHANISM, INCLUDING ATTORNEY AND OTHER PROFESSIONAL FEES FOR:

15.1.1.1. DAMAGE TO OR LOSS OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO THE CITY, THE CONTRACTOR, THEIR RESPECTIVE AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS; THE OFFICERS, AGENTS, AND EMPLOYEES OF SUCH SUBCONTRACTORS; AND THIRD PARTIES); AND/OR

15.1.1.2. DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKER’S COMPENSATION, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE AGENTS, OFFICERS AND EMPLOYEES OF THE CITY, THE CONTRACTOR, THE CONTRACTOR’S SUBCONTRACTORS, AND THIRD PARTIES).

15.1.2. "FAULT" SHALL INCLUDE NEGLIGENCE, WILLFUL MISCONDUCT, OR A BREACH OF ANY LEGALLY IMPOSED STRICT LIABILITY STANDARD.

15.2. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR’S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR’S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

16. **CLAIMS** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor’s ability to perform there under, the Contractor shall give written notice thereof to the City within ten days after the Contractor becomes aware of such action.
Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail to the City and to the Pasadena City Attorney. Personal delivery to the City Attorney shall be to City Hall; 1211 Southmore; Pasadena, Texas 77502, and mail delivery shall be to PO Box 672, Pasadena, Texas 77501.

17. **NOTICES** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor’s Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 672, Pasadena, Texas 77501 and marked to the attention of the Contract Administrator.

18. **RIGHTS TO OFFER AND CONTRACTUAL MATERIAL** All material submitted by the Contractor to the City shall become the property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.

19. **ADVERTISING** The Contractor shall not advertise or publish, without the City’s prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

20. **NO CONTINGENT FEES** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to recover the full amount of such commission, percentage, brokerage or contingent fee.

21. **GRATUITIES** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Pasadena with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

22. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision making process of this solicitation shall have a financial interest, direct or indirect, in the Contract resulting from this solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
23. **INDEPENDENT CONTRACTOR** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's actions shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

24. **ASSIGNMENT-DELEGATION** The Contract shall be binding upon and inure to the benefit of the City and the Contractor and their respective successors and assigns; provided, however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

25. **WAIVER** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the City or the Contractor of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

26. **MODIFICATIONS** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

27. **INTERPRETATION** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to, supplement, or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. 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.

28. **DISPUTE RESOLUTION**
   28.1. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

   28.2. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals
nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Harris County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The Contractor and the City will share the costs of mediation equally.

29. **JURISDICTION AND VENUE** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business & Commercial Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Harris County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

30. **INVALIDITY** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
CITY OF PASADENA
PURCHASING OFFICE

Part V - SPECIAL TERMS AND CONTINGENCIES OF SALE

1. DESCRIPTIONS IN REQUEST FOR SEALED OFFERS
The information set forth in the Request for Offers, the documents the City has identified as available for inspection, and any other information provided by the City with respect to the Property is believed to be accurate, but the City does not warrant or represent that all the information is accurate and each Offeror should make an independent investigation and examination of the information to verify its accurateness. Any errors or omissions in the information provided by the City are not grounds for nonperformance of the contract of sale, or for allowance, refund, or deduction from the purchase price.

2. INSPECTION
Offerors are invited, urged, and cautioned to inspect the Property to be sold prior to submitting an Offer. The failure of any Offeror to Inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an Offer after the offer opening.

Prior to submitting any offer, prospective purchasers shall have an opportunity to physically inspect the Property. The Property may be inspected by appointment. Except where the Request for Offers specifies otherwise, all questions regarding the Real Property should be referred to Zafar Iqbal, voice 713-475-7835, fax 713-475-7833.

3. CONDITION OF PROPERTY
THE PROPERTY INCLUDES THE SURFACE ESTATE IN THE LAND AND ALL IMPROVEMENTS, FIXTURES, AND PERSONAL PROPERTY ON THE PROPERTY AND WILL BE CONVEYED IN AN “AS IS” CONDITION AS EXISTING ON THE DATE OF CLOSING. SELLER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTION CONTEMPLATED BY IT.

PURCHASER WILL HAVE 30 DAYS FROM THE DATE OF THIS CONTRACT (THE “INSPECTION PERIOD”), DURING WHICH PURCHASER MAY ENTER UPON THE PROPERTY, AT PURCHASER’S SOLE RISK AND EXPENSE, TO CONDUCT INSPECTIONS, EXAMINATIONS, AND OTHER PREDEVELOPMENT ACTIVITIES, INCLUDING ENVIRONMENTAL SURVEYS, TO DETERMINE THE SUITABILITY OF THE PROPERTY FOR PURCHASER’S PURPOSES.

PURCHASER WILL BE RESPONSIBLE FOR, AND WILL DEFEND, INDEMNIFY AND HOLD CITY AND ITS EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND CAUSES OF ACTION AT LAW OR IN EQUITY, FOR INJURY (INCLUDING DEATH), DESTRUCTION, LOSS, OR DAMAGE OF ANY KIND OR CHARACTER TO ALL PERSONS, PROPERTY, AND INTERESTS (INCLUDING, BUT NOT BY THE WAY OF LIMITATION, THIRD PARTIES, PURCHASER, AND THE AGENTS, SERVANTS, EMPLOYEES AND REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS OF PURCHASER, AND THE PROPERTY OF ANY OF THEM) ARISING FROM ANY CONDITION OF THE PROPERTY, INCLUDING ENVIRONMENTAL CONDITIONS, OR RELATING TO PURCHASER’S ENTRY ONTO OR INSPECTION, ACQUISITION, OWNERSHIP, OR USE OF THE PROPERTY, WHETHER THE CAUSE OF THE INJURY, DESTRUCTION, LOSS, OR DAMAGE OCCURS BEFORE OR AFTER THE EFFECTIVE DATE OF THIS PURCHASE AND REGARDLESS OF WHETHER THE LIABILITY, CLAIM, DEMANDS, OR CAUSE OF ACTION WAS KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE ON THE EFFECTIVE DATE OF THIS PURCHASE. PURCHASER’S OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD CITY AND THE OTHER STATED PARTIES HARMLESS INCLUDE LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION RESULTING IN ANY WAY AND IN WHOLE OR IN PART FROM THE NEGLIGENCE OR STRICT LIABILITY OF CLTY OR ITS EMPLOYEES AGENTS, SERVANTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS.
4. CONTINUING OFFERS
Each Offer received shall be deemed to be a continuing offer after the date of Offer Opening for one hundred twenty (120) calendar days, unless the Offer is accepted or rejected by the City of Pasadena before the expiration of the one hundred twenty (120) calendar days.

5. POSSESSION
The successful Offeror must assume possession of the Property as of the date of Closing.

6. EXECUTION OF CONTRACT
The Offeror to whom the award is made shall execute a Real Estate Sales Contract within ten (10) business days of the City’s written notification to the Offeror of the award.

7. EVIDENCE OF FUNDS
Offerors must supply as part of the Offeror’s sealed offer, evidence of funds to purchase the Property. Evidence may include a letter of credit, loan commitment letter, bank reference, or other document that shows Offeror’s ability to purchase the Property.

8. CLOSING
The Offeror receiving the award must be willing and able to close within thirty (30) days following the City’s written notification to the Offeror of the award.

9. DEFAULT
9.1. The City may declare the Offeror receiving the award of sale in default and retain the Offeror’s deposit, as liquidated damages, if the Offeror fails to comply with any requirement of the sale, including:

   9.1.1. Executing a Real Estate Sales Contract in the time required; or
   9.1.2. Closing on the sale in the time required

9.2. If the City declares the Offeror receiving the award of sale in default, the City may award the sale to the next Highest Qualifying Offeror within thirty (30) days of the date the City declares the default.

10. CITY OF PASADENA LIABILITY
If this Request for Offers is accepted by the City of Pasadena and: (1) The City of Pasadena fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although the Purchaser is ready, willing, and able to close, the City of Pasadena shall promptly refund to Purchaser, without interest, all amounts of money Purchaser has paid whereupon the City of Pasadena shall have no further liability to Purchaser.

11. TITLE
If an Offer for the purchase of the Property is accepted, the City of Pasadena’s interest will be conveyed by a Deed without Warranty [with Vendor’s Lien if applicable] in the Real Estate Sales Contract.

The Property will be conveyed by City of Pasadena to Buyer subject to existing building and use restrictions, easements, encumbrances and encroachments of record, and all other governmental limitations, the lien of taxes not yet due and payable and the matters shown on the title commitment for the Property as well as City of Pasadena’s survey of the Property. Buyer shall have the discretion on whether to purchase a title insurance policy for the Property insuring against discrepancies, conflicts or shortages in area and boundary lines or any encroachments or protrusion or any overlapping improvements, and the purchase of any such amendment shall be at Buyer’s sole expense.
Attachment A

CITY OF PASADENA

Sealed Offer Number 14-023

TO PURCHASE REAL PROPERTY

Approximately 1.0043 acres of land, a portion of Tract “2B”, Replat of Tract “2” of the Replat of Southmore Medical Subdivision

The undersigned Offeror agrees, if the City awards the purchase to the undersigned Offeror within one hundred twenty (120) calendar days after the date the offers are opened by the City, to purchase the Property in compliance with the terms, conditions, and procedures set forth in this Request for Offers (No. 14-023).

Amount of Offer: Purchase Price: __________________________________________________________________________

*(Transfer offer amount to front page of RFO)*

The instrument of conveyance should name the following Grantee(s):

Offeror is: ( ) Individual ( ) Partnership ( ) Trustee ( ) Corporation

Name: ____________________________________________________________________________________

Street: ____________________________________________________________________________________

City: ____________________________________________________________________________________

Telephone: _________________________________________________________________________________

Signature: _________________________________________________________________________________

Signer’s Name & Title: _______________________________________________________________________

CERTIFICATE OF CORPORATE OFFEROR

To be completed by Corporate Official other than the person signing offer above.

I, certify that I am ____________________________ (OFFICIAL TITLE) of the Corporation named as Offeror herein; that ____________________________ who signed this offer on behalf of the Offeror, was then ____________________________ of the said Corporation: that said offer was duly signed for and on behalf of said Corporation by authority of its governing body is within the scope of its corporate Powers.

(SEAL) ____________________________________________________________________________________

Signature of Certifying Corporate Offeror ____________________________ Date __________________________