



PURCHASING OFFICE
 1149 ELLSWORTH DR. SUITE 401
 PASADENA TX. 77506
 713-475-5532
 FAX 713-920-7938

Invitation for Bids (IFB)

SUBMIT TO:
 CITY OF PASADENA
 CITY SECRETARY'S OFFICE
 1149 Ellsworth Dr. Suite 200
 Pasadena TX. 77506

MAILING DATE February 25, 2026	TITLE Vehicle Body Repair & Painting	NUMBER 26-006	CLOSING DATE & TIME March 16, 2026 by 4:00PM
		BID WRITER Cheyenne Keltch, Buyer II	

PRE-BID DATE, TIME AND LOCATION

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER
MAILING ADDRESS	NO BID: If not submitting a bid, state reason below and return one copy of this form
CITY-STATE-ZIP	
PH:	EMAIL:
FX:	WEB ADDRESS:
TOTAL BID AMOUNT:	Delivery: Calendar days after receipt of Purchase Order: ____ days (ARO)
Bids are firm for Acceptance for 90 days Yes <input type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>	Payment Terms: ____ % , net ____

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

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
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Please initial by all that apply. I acknowledge receipt of the following addendum

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

Please note the following:

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

Legal Notice

NOTICE TO BIDDERS BID NO. 26-004

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

Vehicle Body Repair & Painting

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, March 16, 2026** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena TX. 77506 Bids will be publicly opened and read on **March 17, 2026 at 3:00 p.m. in the 2nd floor conference room at City Hall.**

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.pasadenatx.gov If you do not have Internet access, you may obtain the documents by contacting the Purchasing Office at 1149 Ellsworth Dr. Suite 401, Pasadena TX. 77506 (713) 475-5532.

Bids may be either mailed or hand delivered to the City Secretary's Office, 1149 Ellsworth Dr. Suite 200 Pasadena TX. 77506. Any bids 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.

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Publish: **February 25, 2026 & March 4, 2026**

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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.

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| <p>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.</p> <p>2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>7. Bids are responses to an Invitation for Bids.</p> <p>8. City means the City of Pasadena, a Texas home-rule municipal corporation.</p> <p>9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.</p> <p>10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.</p> <p>11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.</p> <p>12. Due Date means the date and time specified for receipt of Bids.</p> <p>13. Goods are supplies, materials, or equipment.</p> <p>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.</p> <p>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</p> | <p>compliance with all City ordinances concerning the purchasing process.</p> <p>16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.</p> <p>17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>22. Services include all work or labor performed for the City on an independent contractor basis other than construction.</p> <p>23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.</p> <p>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.</p> <p>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.</p> |
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**CITY OF PASADENA
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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 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

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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.

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17. BID RETURNS including ALTERNATE BIDS

Bidder shall return one (1) "ORIGINAL" and one (1) "COPY" of the bid in a sealed envelope or package of comparable size. **Please cut out and affix the bid label found on page 28 of the IFB to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!**

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

Bidders must return all completed bids to:

City of Pasadena
City Secretary's Office
1149 Ellsworth Dr. Suite 200
Pasadena, Texas 77506

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

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- 21.2. The City reserves the right to make an award on the basis of low line item, low total of 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 and/or unless otherwise specified in Special Conditions.
- 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 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

23.1.1. the lowest bidder; or

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

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

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

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

24. PROTESTS:

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

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

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- 24.2.1.** Come from an actual bidder or proposer for the contract, and
24.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

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

25. CONTRACT OBLIGATION

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

26. BID DOCUMENTS AND BID EVALUATIONS

A vendor, as a member of the public may request a copy of the Bid Tabulation that is compiled when the bids are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Local Government Code, Chapter 552. However, the City will not release copies of bids or the bid evaluations until after the contract has been awarded by the City Council.

In accordance with Texas Local Government Code, Chapter 552.104 EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING

(a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

27. INDEPENDENT CONTRACTOR

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

28. FISCAL FUNDING

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

29. GRANT FUNDING

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

30. INSURANCE

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

31. WAIVER OF SUBROGATION

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against CITY of PASADENA as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

32. TERMINATION

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

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33. TERMINATION-NOTICE

Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice sixty days prior to the date of cancellation of the contract. The CITY of PASADENA may terminate the contract without cause upon 30 days written notice.

34. INDEMNITY

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

34.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE 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.

34.3. PATENTS/COPYRIGHTS

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

35. PURCHASE ORDER AND DELIVERY

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

36. DELIVERY OF GOODS/SERVICES

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

36.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless

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otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.

- 36.3.** Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- 36.4.** The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
- 36.5.** When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.
- 37. SAFETY DATA SHEETS (SDS)**
Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- 38. TITLE TRANSFER**
Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.
- 39. WARRANTIES**
Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder's expense.
- 40. INVOICES AND PAYMENTS**
Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.
- 41. TAXES**
The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.
- 42. ASSIGNMENT**
The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations

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43. CONTRACT RENEWALS

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

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

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

or

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

Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. If documentation is not provided, a price increase will not be allowed.

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

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

44. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

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

The questionnaire is to be filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The CIQ Form can be located at <http://www.ethics.state.tx.us/forms/CIQ.pdf>

45. CERTIFICATE OF INTERESTED PARTIES

The Texas Ethics Commission adopted Form 1295 (Certificate of Interested Parties) pursuant to H.B. 1295. Effective September 1, 2015, Chapter 2252 of the Texas Government Code requires that a business entity (any vendor or person) doing business with a local government entity may not enter into a contract unless the business entity has first submitted a completed Certificate of Interested Parties Form 1295 to the government entity.

The 1295 Form can be located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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SPECIAL CONDITIONS

1. QUESTIONS AND ADDENDUM

All questions that bidders wish to have addressed and that might require an addendum must be submitted in writing to the Purchasing Department, Attn: Cheyenne Keltch at 1149 Ellsworth Suite 400, Pasadena, Texas, 77506, emailed to Ckeltch@pasadenatx.gov or faxed to (713) 920-7938. Questions must be received at least seven (7) days prior to the bid due date. If required, written addendum will be issued within four (4) days to all bidders who have been sent a copy of this IFB as well as posted on the City of Pasadena website and DemandStar.com. PLEASE NOTE: No portion of your bid response can be sent via fax or e-mail. **All addendum issued must be signed and returned with Bid.**

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

1.1.1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;

1.1.2. The ability of the Bidder or his Subcontractor to perform the work or provide the service promptly or within the time specified, without delay or interference;

1.1.3. The character, integrity, reputation, judgement, experience, and efficiency of the Bidder or his Subcontractor;

1.1.4. The quality of performance of previous contracts or services.

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

2. SPECIAL TOOLS & TEST EQUIPMENT

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

3. TIME

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

4. SILENCE OF SPECIFICATION

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

5. CERTIFICATION

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

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

6. CONFIDENTIAL

The contractor will ensure that the identity of City of Pasadena undercover vehicles remain confidential.

7. COORDINATION with INSURANCE CARRIER

Contractor will coordinate with the City Of Pasadena's insurance carrier as to scope of work to be performed, estimates, and supplemental repairs. Contractor shall ensure all estimates provided to insurance adjusters reflect the City's awarded contract pricing to maintain administrative consistency throughout the repair process

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8. PROVEN EXPERIENCE

Each bidder must complete Exhibit A and include it with their bid, certifying that they are experienced with or meet the requirements of this specification. Include the number of mechanics employed, a contact name and phone number for companies for which similar work has been performed.

9. PRICING

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

10. INVOICING

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

11. DEVIATIONS

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

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

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

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

12. FEDERAL AND STATE SAFETY REGULATIONS

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

13. COST ESTIMATES

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

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

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

13.3. In no instance shall any repairs costing more than the original estimate be performed without first notifying the Designated Insurance Appraiser and providing a supplemental estimate indicating additional parts and labor charges. The Contractor must receive approval from the Designated Insurance Appraiser prior to commencing supplemental work. **THE CITY SHALL RESERVE THE RIGHT TO VERIFY, THROUGH INDEPENDENT APPRAISAL, IF THE REPAIRS ARE REQUIRED**

13.4. All labor will be invoiced at the hourly rate set forth on the bidder's Bid Form of this IFB. All replacement repair parts used shall be new OEM or certified replacement.

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

14. MULTIPLE AWARD

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

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14.1. Awards will be made on the basis of what is determined by the city to be in its best interest, taking into consideration the ability of the bidder(s) to satisfactorily perform the work specified in a satisfactory and timely manner, the overall capacity and location of bidders shop, the bidder's financial conditions, (the city may require a current financial report from the bidders), and any/all pertinent information deemed necessary to make a mutually satisfactory agreement.

15. PROTECTION OF VEHICLES

It shall be the responsibility of the contractor(s) to fully protect, at all times, city property entrusted to their care. The contractor shall reimburse the city for any and all damages to city property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the contractor's employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the contractor. The contractor further agrees to pay to the city any outstanding claims within thirty (30) days after notification from the Fleet Maintenance Supervisor or Purchasing Director.

16. LIQUIDATED DAMAGES

Contractor agrees to liquidated damages at the rate of \$50.00 per calendar day for each vehicle when the delivery delay is attributable to the Contractor's operations, staffing, or backlog. The application of these damages is at the sole discretion of the Fleet Director. Delays caused by third-party logistics or insurance approvals may be excused upon review of supporting documentation submitted by the Contractor.

17. GUARANTEE

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

All paint must have a two (2) year minimum warranty against peeling and fading.

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SPECIFICATIONS

1. SCOPE

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

2. PERIOD OF CONTRACT

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

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

3. REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

3.6.1. Vehicles up to 14,500 GVW (car, light trucks, vans and medium duty etc.), including fiberglass work.

3.6.2. Vehicles over 14,500 GVW, (bus, fire apparatus, dump truck etc.), including fiberglass work.

3.7. The City reserves the right to assign vehicles that require specialized or proprietary repairs, finish etc. to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.

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

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3.9. The City has estimated that approximately \$300,000 will be spent in automotive body work during each year of the contract. This figure is only an estimate and is not a binding guarantee of the work to be done under the contract. Actual requirements may be more or less than the amounts estimated. The contractor shall perform such work as required by the city as needs are determined, and the contract shall be binding only for the actual services performed during the contract period.

4. BODYWORK AND PAINTING REQUIREMENTS

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

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

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

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

5. ALIGNMENT

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

6. AIRBAG COMPONENTS

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

7. MAJOR REPAIRS

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

8. MINOR REPAIRS

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

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

8.2.1. Complete washing, including raising bed on side loaders for thorough wash

8.2.2. Removal of all decals, glue, lights and license plates

8.2.3. Mask all necessary areas and parts for sand blasting

8.2.4. Sand blast frame, wheels, packer, or dump body

8.2.5. Sand with 150-grit then 240-grit (Cab)

8.2.6. Mask cab for painting

8.2.7. Re-sand all sand blasted areas with 150-grit paper

8.2.8. Use two (2) coats of acid etch primer

8.2.9. Use OEM or approved equivalent on packer or dump body

8.2.10. Seam seal all joints and cracks in metal.

8.2.11. Use one (1) coat of Sealant over entire unit

8.2.12. Top-coat cab and packer body with three (3) coats of OEM paint or its equal.

8.2.13. Paint frame, support bars, muffler, and front bumper black

8.2.14. Paint wheels white, same as body

8.2.15. Detail out paintwork: look over for over/under spray, masked areas and spot paint if necessary

8.2.16. Clean windows

8.2.17. Clean out cab

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

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

9. PICK UP and DELIVERY

City Personnel shall deliver vehicles to the Contractor. Contractor pickup/towing shall be on an 'as-requested' basis and billed separately

City must be notified within 24 hours of vehicle completion to determine return details.

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**BIDDER QUESTIONNAIRE
(Shall be completed by Bidder)**

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

1. **Parts/Materials:** All parts/materials used in the performance of this contract must be new and unused and, at a minimum, include a 90-day warranty.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2. **Additional Requirements:** Bidder must be able to comply with the following requirements to be considered for award:

2.1. All repair estimates for service must be free of charge.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.2. For calls made prior to 12:00 p.m., Contractor must be out same day to provide repair estimate. For calls made after 12:00 p.m., Contractor must be out by 12:00 p.m. the next working day to provide estimate. Failure to adhere to these response times will eliminate your firm from consideration for that service.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.3. Estimates must be provided within 24 hours after on-site inspection.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.4. If awarded service, vehicle must be picked up within 8 hours of notification.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.5. Bidder must include free pickup and delivery of vehicles, including flat bedding when required.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.6. Bidder must agree to give City of Pasadena Police Department vehicles first priority over other City of Pasadena vehicles in the shop. In addition, Contractor must make every effort to give priority to Police Department vehicles over other non-emergency type vehicles in the shop.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.7. Contractor must be able to provide decal services when necessary/required. These decals can consist of Unit numbers, Department logos, etc. and will be supplied to the contractor by City of Pasadena or acquired from the City's decal vendor.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.8. Contractor must agree to commence work on our vehicles within 1-2 days of receipt.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

2.9. Contractor must agree to provide a turnaround time of no more than 3-4 working days after commencement of work. This requirement may be waived at the sole discretion of City of Pasadena; i.e. for reasons such as parts unavailability, low priority as determined by City of Pasadena, etc.

_____ Will Comply _____ Will Not Comply _____ Not Applicable

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

_____ Years

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

_____ Workers and _____ Supervisors

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

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

If YES, state where and why. _____

Firm: _____

By _____ Date: _____

Authorized Representative - must sign by hand

Officer Name and Title: _____

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BID PRICING SHEET

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

<u>Section 1</u>		
Vehicles up to 14,500 GVW (car, light trucks, vans and medium duty etc.), including fiberglass work		
<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>
<u>1</u>	<u>Body/Frame Labor Rate</u>	<u>\$</u>
<u>2</u>	<u>Paint Labor Rate</u>	<u>\$</u>
<u>3</u>	<u>Mechanical Labor Rate</u>	<u>\$</u>

<u>Section 2</u>		
Vehicles over 14,500 GVW, (bus, fire apparatus, dump truck etc.) including fiberglass work		
<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>
<u>4</u>	<u>Body/frame Labor Rate</u>	<u>\$</u>
<u>5</u>	<u>Paint Labor Rate</u>	<u>\$</u>
<u>6</u>	<u>Mechanical Labor Rate</u>	<u>\$</u>

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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

Will deliveries be made via: Company Truck Common Carrier Other: _____

State your Return Policy: _____

Contact information for checking status of orders and delivery:

Contact Name: _____ Telephone: _____

Title: _____ Fax: _____

METHOD OF PAYMENT:

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

--If "yes" discount offered: _____% (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: _____

Company Name: _____

Date: _____

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Accounts Receivables Information:

Contact Name: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: Yes No # OF EMPLOYEES: _____

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C.: L.L.P.:

YEAR ESTABLISHED: _____ NUMBER OF YEARS IN BUSINESS: _____

FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

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NON-COLLUSION AFFIDAVIT

State of _____ (State)

County of _____ (County) §.

Being first duly sworn, deposes and says that:

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

Company Name

Representative's Name

Representative's Title

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

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

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

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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.pasadenatx.gov
- Bid notification service (i.e. DemandStar)
- Newspaper or trade publication
- 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.pasadenatx.gov
- Bid notification service (i.e. DemandStar)
- Other Means: Describe _____

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BIDDER REFERENCES

Please list three (3) references, preferably a Government (local, county, state) or Educational Agency that the City of Pasadena may contact:

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

EMAIL: _____

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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 #: _____

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BIDDER QUESTIONNAIRE & CHECKLIST

<u>Item</u>	<u>Note</u>	<u>Bidder's Initials</u>
1. General Requirements for Bids (pgs. 2 – 9)	I acknowledge reading and understanding the General Requirements for Bids	_____
2. Special Conditions pg. (10-12)	I acknowledge reading and understanding the Special Conditions.	_____
3. Specifications (pgs. 13-15)	I acknowledge reading and understanding the Specifications.	_____
<u>DID YOU REMEMBER TO:</u>		
4. Fill out, sign and return the Invitation for Bid (IFB) cover sheet.		_____
5. Sign and return all issued Addendum		_____
6.. Fill out and return the Bid Pricing Sheet (pgs. 18)		_____
7. Fill out and return the Deviation & Compliance Signature Form (pg. 21)		_____
8. Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg. 22)		_____
9. Fill out and return the Solicitation Questionnaire. (pg. 23)		_____
10. Fill out and return the Bidder References Form (pg. 24)		_____
11. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 25)		_____
12. Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 27)		_____

NOTE: Appendix A (Certificate of Interested Parties) should not be returned with the bid packet. This form is only required when the vendor has been awarded the bid.

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BID/PROPOSAL LABEL

LATE BIDS WILL NOT BE ACCEPTED!

Please cut out and affix the bid label below to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your bid to ensure proper delivery!

✂ Cut along dotted line.

<u>SEALED BID/PROPOSAL</u>	
BID #:	26-004
DESCRIPTION:	VEHICLE BODY REPAIR & PAINTING
DUE DATE:	March 16, 2026
DUE TIME:	NO LATER THAN 4:00 P.M. CST
COMPANY NAME:	_____

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APPENDIX A

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, any contract approved by Council is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<div style="border: 2px solid black; padding: 20px; font-size: 48px; font-weight: bold; letter-spacing: 0.5em;"> SAMPLE </div>			
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP SEAL ABOVE			
Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
		_____ Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			