



PURCHASING OFFICE
 1149 ELLSWORTH DR., SUITE 400
 PASADENA, TEXAS 77506
 713-475-5532
 FAX 713-920-7938

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 Ellsworth DR., SUITE 200 PASADENA, TX 77506		<h2 style="margin: 0;">Invitation for Bids (IFB)</h2>	
MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
May 15, 2019	Veterinary Pharmaceuticals and Medical Supplies	19-012	June 10, 2019 by 4:00 P.M. CST
		BID WRITER	
		Barbara Hamlett	
PRE-BID DATE, TIME AND LOCATION			
N/A			
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		Payment Terms:	
Yes <input type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		____ % , 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
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. 19-012

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

Veterinary Pharmaceuticals and Medical Supplies

Sealed bids, one (1) original and four (4) copies, will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, June 10, 2019** in the Office of the City Secretary, 1149 Ellsworth Dr., Suite 200, Pasadena, Texas 77506. **Bids will be publicly opened and read on Tuesday, June 11, 2019 at 3:00 p.m.** in Room 236, 2nd floor, City Hall, 1149 Ellsworth Dr., Pasadena, TX 77506.

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., Pasadena, Texas, 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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STANDARD PURCHASE DEFINITIONS (IFB)

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

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
7. Bids are responses to an Invitation for Bids.
8. City means the City of Pasadena, a Texas home-rule municipal corporation.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
21. Purchase Order is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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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

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items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

- 8.2.** In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 8.3.** Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.
- 8.4.** Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

9. ADDENDA

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

10. SILENCE OF SPECIFICATIONS

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

11. NAME BRANDS

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

12. RECYCLED MATERIALS

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

13. INSPECTIONS & TESTING

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

14. PRICING

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

15. BID FORM COMPLETION

Unless otherwise specified, Bidders must use the bid forms supplied by the Purchasing Office. Fill out and return to the City Secretary's Office. An authorized representative of the bidder should sign the Bid Sheet. The contract will be binding only when signed by the CITY of PASADENA, funds are certified by the CITY Controller, as applicable, and a Purchase Order issued.

16. SCANNED OR RE-TYPED RESPONSE

If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any

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portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications as *published* shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. BID RETURNS including ALTERNATE BIDS

Bidder shall return one (1) "**ORIGINAL**" and four (4) "**COPIES**" of the bid in a sealed envelope or package of comparable size. **Please cut out and affix the bid label found on page 30 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., 2nd fl.
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;

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

- 21.2.** The City reserves the right to make an award on the basis of low line item, low total of 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

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advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

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

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

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

- 24.3.** The Purchasing Manager, having authority to make the final determination, will respond within 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.

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32. TERMINATION

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

33. TERMINATION-NOTICE

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

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to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by CITY of PASADENA without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PASADENA reserves the right to award accordingly.

36. DELIVERY OF GOODS/SERVICES

- 36.1.** All materials are to be delivered F.O.B.; City of Pasadena designated facility.
- 36.2.** Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid.
- 36.3.** Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- 36.4.** The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
- 36.5.** When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.

37. 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.

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41. TAXES

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

42. ASSIGNMENT

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

43. CONTRACT RENEWALS

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

The Contractor must supply products at the awarded discount structure as applicable for the duration of the contract and subsequent extensions.

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: Barbara Hamlett at 1149 Ellsworth Dr., Suite 400, Pasadena, Texas, 77506, emailed to bhamlett@ci.pasadena.tx.us 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.**

2. SEALED BIDS

One original and four (4) copies of the sealed bids must be **received** prior to the closing date and time to be considered.

Closing date and time:

Monday, June 10, 2019 by 4:00 p.m. CST

3. BID AWARD

The City reserves the right to award any item or group of items on this bid to one or more bidders.

This contract may be awarded in its entirety, by line item or in any other configuration that is in the best interest of the City of Pasadena. The City reserves the right to award primary, secondary, and/or tertiary vendors to use as back-up contractors for emergency situations in the event the primary vendor is unable to respond to an unexpected increase in demand.

Factors that will be considered by the City include:

- Discount off catalog/list price
- Delivery lead time
- Proximity of service center to Pasadena Animal Shelter's location

4. PRICING

Pricing is based on a percentage discount off the current catalog or list price. Discounts shall remain firm for the duration of the contract, including extension(s). In the event of promotional pricing, manufacturer incentives, rebates, or other decrease in prices, the Contractor shall pass the savings on to the City of Pasadena and charge the lower price.

Prices are determined by applying the discount percentages to the applicable list prices in the Seller's published Price List(s) in effect at time of order entry by City.

List Price definition: the published price of a product offered by the seller for sale to potential buyers.

5. ELIGIBILITY

To be eligible to respond to this IFB, the Bidder must demonstrate that the sale of veterinary pharmaceuticals and medical supplies is their primary business and they have been actively engaged in this line of work for a minimum of five (5) consecutive years. The Bidder must have successfully completed services, similar to those specified in the Scope of Work section of this IFB, and be normally and routinely engaged in performing such services. The Bidder should be properly and legally licensed as necessary, such as an authorized distributor, to perform such work. The Bidder shall provide references as evidence of experience. To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery dates; have a satisfactory record of performance; be otherwise qualified and eligible to receive award.

6. ESTIMATED QUANTITIES

6.1. Orders shall be placed on an "as needed" basis. There are no guaranteed quantities for the period of the Contract and there are no minimum order quantities.

6.2. Quantities are estimated and based on anticipated needs and/or projected usage. It is specifically

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understood and agreed that these quantities are approximate and any increased quantities will be paid at the quoted price. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

7. WARRANTY/GUARANTEE

All warranties, express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against any defects in materials, design, and workmanship. The warranty and/or guarantee shall begin on the date received by the Pasadena Animal Control and Adoption Department and shall continue through the manufacturer's standard warranty period if applicable. When items do not satisfactorily comply with requirements or bid specifications, the Contractor will replace, exchange, or refund rejected items in a timely manner. The return process should be convenient and easy. Unsatisfactory items will be returned to the Contractor, freight collect.

8. ADDITION / DELETION OF ITEMS

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

9. APPROVED EQUAL / ALTERNATE BIDS

Bidder shall complete all information requested and fill in the blanks provided beside each item. The City reserves the right to evaluate variations from these specifications. Bidder must indicate any variance to the specifications, terms, and conditions, on the Deviation & Compliance Signature Form. If variations are not stated on the Deviations Form, it shall be construed that the Bid fully complies with the specifications, terms, and conditions as given herein. Bidders offering alternate or equal products must include full specifications with their bid. Failure to document deviations by bidders proposing alternate products may be grounds for rejection of the bid.

Bidders proposing alternate products may be required to submit samples, at no cost to the City, to determine the quality level of bid items. Samples may be destroyed by testing or retained for future comparison. Bidders desiring the return of their samples after award may request them. The cost of returning such samples will be borne by the bidder.

Note: The use of certain manufacturers' names and catalog numbers is not intended to exclude consideration of products of other manufacturers meeting the requirements for the item and whose specifications are equal by industry standards. The exception is those items specified as "NO SUBSTITUTION" and no alternatives will be considered for those items.

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

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SPECIFICATIONS

1. SCOPE

The City of Pasadena is seeking Bids from qualified suppliers, hereinafter referred to as the Contractor, to provide **Veterinary Pharmaceuticals and Medical Supplies** for its municipally-owned and operated animal shelter in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB). This Bid is a request for a percentage discount off catalog or list price for veterinary supplies and equipment. This supply contract will be utilized by the City of Pasadena Animal Control and Adoption Department on an "as/if needed" basis with no guaranteed quantities to the Contractor.

2. BACKGROUND

The City of Pasadena Animal Control and Adoption Department is an open-admission animal shelter which receives approximately 7500 animals annually, a high percentage of which are vaccinated. Each animal's vaccinations include Canine/Feline Bordetella, Distemper/Parvo/Lepto, and Bivalent influenza but is not limited to these specific items. We have a part-time veterinarian on staff who provides preventive and urgent medical care for the animals housed at the facility. Surgery is not performed at our facility.

3. 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, with the option to extend for two (2) additional, one (1) year renewal periods upon mutual agreement between the City of Pasadena and the Contractor(s).

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 Manager. 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 prices in effect when this extension clause is invoked by the City.

4. MATERIALS

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

All materials shall be labeled in accordance with state and federal requirements.

5. AUTHORIZED DISTRIBUTORS

Bids will be accepted only from established manufacturers and/or their authorized distributors, dealers or service representatives who are authorized to sell the manufacturer's products. Any distributor submitting a bid hereby acknowledges that they are an authorized distributor of the manufacturers quoted and that the manufacturer has agreed to supply the distributor with all quantities of the items required in fulfillment of any resulting orders from the City.

6. DELIVERY REQUIREMENTS

Delivery is deemed to be a critical factor by the City. **The delivery time shall be one of the determining factors in selecting the best bid for the City.** The Bidder shall demonstrate their ability to secure and deliver any item within the Delivery Requirements specified and maintain adequate inventory for the City's requirements.

6.1 DELIVERY TERMS

All deliveries are to be made F.O.B. inside delivered to the City of Pasadena, Freight Prepaid and Allowed. Cost of packaging, freight, delivery, handling and incidental charges shall be included in the bid discount(s). Orders shall be delivered without shipping charges. **No Fuel Surcharges are allowed.** The Contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location.

6.2 DELIVERY TIME FRAME

Delivery must be made within three (3) calendar days after the order is placed (either verbally or in writing). Overnight delivery is preferable. All orders must be shipped complete unless arrangements for partial

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shipments are made in advance. In the event an emergency is experienced by the City, the Contractor is requested to supply the needed items immediately.

6.3 DELIVERY LOCATION

City of Pasadena
Pasadena Animal Control and Adoption
5150 Burke
Pasadena, Texas 77504
281-991-0602

6.4 DELIVERY SCHEDULE

Monday through Friday: 9:00 a.m. to 5:00 p.m.
Saturday: 12:00 p.m. to 4:00 p.m.

6.5 DELIVERY SCHEDULE - HOLIDAYS

Unless requested by the City, deliveries shall not be made on City-recognized holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Good Friday	Friday before Easter
San Jacinto Day	April 21
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Holiday falls on Saturday, it will be generally be observed on the preceding Friday. If a Holiday falls on Sunday, it will generally be observed on the following Monday.

6.6 DELIVERY TICKET/PACKING SLIP

The Contractor shall provide, with each delivery, a delivery ticket and/or packing slip listing the description of each item, product name, lot number, expiration date, quantity, unit price and purchase order.

7. PRODUCT STOCKING

7.1 PRODUCT SHELF LIFE

Products with a limited shelf life shall have at least a 6-month expiration date from the date the product is shipped to the City.

7.2 OUT-OF-STOCK ITEMS AND ITEMS ON MANUFACTURER BACK-ORDER

The Contractor shall notify the City on the same day the order is placed if the Contractor is out of stock on any item or if the manufacturer has the item on back-order. The City is authorized to use other sources to secure the item when not available from the Contractor. Such purchases shall not be considered a breach of contract by the City or the Contractor.

8. PRODUCT SUBSTITUTIONS OR DISCONTINUATIONS AFTER BID AWARD

8.1 SUBSTITUTIONS AFTER BID AWARD

Substitutions are not permitted without prior written authorization from the Pasadena Animal Control and Adoption Department. Substitution, if allowed, must be billed at or below the contract price.

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8.2 DISCONTINUATIONS AFTER BID AWARD

If an awarded item is discontinued by the manufacturer or the Contractor no longer offers the item in their product line during the term of this bid, the Contractor must provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The Contractor must file a written request with the Pasadena Animal Control and Adoption Department and be granted written approval to substitute before any substitution may be made. Requests to substitute must include an explanation of why a substitute is necessary, complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The City reserves the right to purchase on the open market while negotiations are being conducted, or at any time.

9. PRODUCT PACKAGING

Products shall be delivered to the designated site in fully labeled, original containers and must meet FDA or DEA requirements. Any product which has been exposed to rain, heat, high humidity and moisture and becomes cracked or otherwise damaged making it unsuitable for use will not be accepted under any circumstances. All medical products must be shipped with appropriate packaging and be kept at temperature recommended by manufacturer.

10. OPTIONAL - ADDITIONAL DATA

This is not required, however, the Bidder has an option to include additional data such as catalogs, pricelists, literature, brochures, other visual materials or supplementary services to be offered or provided, which the Bidder considers pertinent.

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BID PRICING SHEET

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

Bidder agrees to furnish any or all of the items with the discounts shown below in accordance with the terms, conditions and specifications contained within this IFB. Discounts must be held firm for the term of the contract and extension(s).

For GROUP I items noted “BRAND NAME ONLY – NO SUBSTITUTIONS”, the specified brand/manufacturer is the only acceptable product.

For GROUP II AND GROUP III items noted “BRAND NAME OR APPROVED EQUAL”, the Bidder may propose a substitute by indicating the brand name, manufacturer and unit on the Deviation & Compliance Signature Form.

GROUP I VACCINES					
Item	BRAND NAME ONLY NO SUBSTITUTIONS	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
1	Canine Flu H3N2 & H3N8	25X1DS	Nobivac	250	%
2	Canine Flu H3N8	25X1DS	Nobivac	10	%
3	Canine 1- DAPPV+L4	25X1DS	Nobivac	250	%
4	Feline 1-HCP	25X1DS	Nobivac	250	%
5	Intra-Trac3	25X1DS	Nobivac	220	%
6	Feline-BB	25X1DS	Nobivac	165	%
7	3- Rabies	5x10DS	Nobivac	60	%
DELIVERY GROUP I <i>(State delivery in calendar days after receipt of purchase order. FOB City of Pasadena, Destination per standard instructions).</i>					_____ Days ARO
DISCOUNT FOR ADDITIONAL ITEMS (GROUP I) <i>(Provide percentage discount off the manufacturer’s list price for additional items which are not specifically described above).</i>					_____ % Discount

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GROUP II MEDICATIONS					
Item	BRAND NAME OR APPROVED EQUAL	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
8	Minocycline Capsules 50mg	500ct	WVG	50	%
9	Minocycline Capsules 100mg	500ct	WVG	50	%
10	Doxycycline Capsules 50mg	100ct	PAR	120	%
11	Doxycycline Tablets 100mg	500ct	Epic	120	%
12	Amoxiclav Drops [12 x15cc]	Dozen	West-Ward	10	%
13	Amoxiclav Tabs 62.5mg	210ct	Dechra	20	%
14	Amoxiclav Tabs 125mg	100ct	Dechra	15	%
15	Amoxiclav Tabs 250mg	210ct	Dechra	15	%
16	Amoxiclav Tabs 375mg	210ct	Dechra	15	%
17	Amoxicillin OS 250mg/5ml	100ml	WVG	10	%
18	Amoxicillin Capsules 250mg	500ct	Zandoz	25	%
19	Amoxicillin Capsules 500mg	500ct	Zandoz	25	%
20	Biomox (Amoxicillin) 50mg	500ct	VIR	15	%
21	Biomox (Amoxicillin) 100mg	500ct	VIR	25	%
22	Carprofen Chewable 25mg	180ct	Dechra	10	%
23	Carprofen Chewable 75mg	180ct	Dechra	10	%
24	Carprofen Chewable 100mg	180ct	Dechra	10	%
25	Carprofen Inj. 50mg/ml	20ml	Dechra	15	%
26	Orbax Oral Suspension (30mg/ml)	6	IVT	10	%
27	Ketoconazole Tabs 200mg	100ct	TARO	15	%

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Item	BRAND NAME OR APPROVED EQUAL	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
28	Depo Medrol [Methylprednisolone Acetate] 20mg	20ml	ZOE	10	%
29	Noromectin (Ivermectin) Injection 1%	500ml	NRB	10	%
30	Cephalexin Capsules 250mg	500ct	Orchid	10	%
31	Cephalexin Capsules 500mg	500ct	Orchid	10	%
32	Praziquantel Injection 56.8mg	10ml	BID	10	%
33	Dexmedetomidine .5mg/ml	10ml	Dechra	5	%
34	LimePlus Pet Dip Concentrate	16oz	DEC	10	%
35	Silver Sulfadiazine 1%	25gr	WVG	15	%
36	Albon (Sulfadimethoxine)	473ml	Zoetis	10	%
37	Pyrantel Pamoate Suspension	32 fl. oz.	NEO	10	%
38	Gentaved Topical Spray 60ml	EACH	MEP	10	%
39	Nutri-Cal Paste	4.25oz	EVS	5	%
40	Furosemide Tablets 50mg	500ct	VED	5	%
41	Pen G Procaine	100ml	Norbrook	5	%
42	Panacur Suspension (Fenbendazole)	1000ml	IVT	5	%
43	Cefpodoxime Tablets 100mg	100ct	Orchid	5	%
44	Cefpodoxime Tablets 200mg	100ct	Orchid	5	%
45	Prednisone Tablets 10mg	100ct	West-Ward	10	%
46	Prednisone Tablets 20mg	1000ct	Actavis	10	%
47	Meloxicam Oral 1.5mg/ml	100ml	Ceva	15	%
48	Meloxicam Inj. 5mg/ml	10ml	Dechra	15	%

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Item	BRAND NAME OR APPROVED EQUAL	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
49	Azithromycin 200mg/5ml	30ml	TEVA	10	%
50	Erthromycin .5%	3.5mg	Bausch & Lomb	10	%
51	Apoquel 3.6mg	100ct	Zoetis	10	%
52	Apoquel 5.4mg	100ct	Zoetis	10	%
53	Apoquel 16mg	100ct	Zoetis	10	%
54	Mometama 7.5g	15g	IVT	5	%
55	Triz-Ultra + Keto Flush	118ml	Dechra	5	%
56	Cerenia 10mg/ml	20ml	Zoetis	15	%
57	Neo-Poly-Dex (Drops)	5ml	Bausch & Lomb	10	%
58	Neo-Poly-Bac (Drops)	5ml	Bausch & Lomb	10	%
59	Neo-Poly-Bac 1/8oz. ointment (Only if drops are not available)	3.5mg	Bausch & Lomb	10	%
60	Metronidazole 250mg	250ct	Unichem	10	%
61	Metronidazole 500mg	500ct	Unichem	10	%
62	Proin (Phenylpropanolamine Hydrochloride) 25mg	60ct	PRN	10	%
63	Proin (Phenylpropanolamine Hydrochloride) 50mg	180ct	PRN	10	%
64	Proin (Phenylpropanolamine Hydrochloride) 75mg	60ct	PRN	10	%
65	Cough Tablets	1000ct	Creative Science	10	%
66	Trazadone 100mg	100ct	Zydus	5	%
67	Convenia	10ml	Zoetis	20	%
68	Enrofloxacin Inj. 100mg/ml	100ml	Norbrook	5	%
69	Enrofloxacin 22.7mg	100ct	Dechra	10	%

**CITY OF PASADENA
PURCHASING OFFICE**

Item	BRAND NAME OR APPROVED EQUAL	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
70	Enrofloxacin 68mg	250ct	Dechra	10	%
71	Enrofloxacin136mg	200ct	Dechra	10	%
72	Xylazine 20mg/ml	20ml	Akorn	5	%
DELIVERY GROUP II <i>(State delivery in calendar days after receipt of purchase order. FOB City of Pasadena, Destination per standard instructions).</i>					_____ Days ARO
DISCOUNT FOR ADDITIONAL ITEMS (GROUP II) <i>(Provide percentage discount off the manufacturer's list price for additional items which are not specifically described above).</i>					_____ % Discount

GROUP III VETERINARY SUPPLIES					
Item	BRAND NAME OR APPROVED EQUAL	Unit	Manufacturer	Estimated Annual Qty.	State Discount Percent (%) off Catalog/Pricelist
73	Vials 20DR D&D Rev Cap Cobalt blue CS275 PVS	270/cs.	WVP	5	%
74	Vials 30DR D&D Rev Cap Cobalt blue CS270 PVS	210/cs.	WVP	5	%
75	Vials 40DR D&D Rev Cap Cobalt blue CS160 PVS	160/cs.	WVP	5	%
76	Scalpel Surgical Blade PVS Sz 22	100ct	WVP	5	%
77	Oster Blade A5 #10	EACH	SUN	15	%
78	Oster Blade A5 #40	EACH	SUN	10	%
79	Needles NIP 22x1 1/2	100	NIP	5	%
80	Syringes NIP 3cc 22x1 II Bx100	100/bx	NIP	200	%
81	Syringes NIP Tuber 1cc 25x5/8 Bx100	100/bx	NIP	50	%
DELIVERY GROUP III <i>(State delivery in calendar days after receipt of purchase order. FOB City of Pasadena, Destination per standard instructions).</i>					_____ Days ARO
DISCOUNT FOR ADDITIONAL ITEMS (GROUP III) <i>(Provide percentage discount off the manufacturer's list price for additional items which are not specifically described above).</i>					_____ % Discount

**CITY OF PASADENA
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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 order amount? \$ _____

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 five (5) copies of this bid proposal filled out in full and signed. One (1) copy marked "**ORIGINAL**" and four (4) copies marked "**COPY**".

Signature: _____

Title: _____

Company Name: _____

Date: _____

**CITY OF PASADENA
PURCHASING OFFICE**

BIDDER INFORMATION SHEET

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: _____

**CITY OF PASADENA
PURCHASING OFFICE**

DEVIATION & COMPLIANCE SIGNATURE FORM

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

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

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

List any deviations you are submitting below:

PAGE NO.	ITEM NO.	DESCRIPTION OF DEVIATION

Signature: _____

Title: _____

Company Name: _____

**CITY OF PASADENA
PURCHASING OFFICE**

NON-COLLUSION AFFIDAVIT

State of _____ (State)

County of _____ (County) §.

Being first duly sworn, deposes and says that:

1. He/She is the _____ (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)

**CITY OF PASADENA
PURCHASING OFFICE**

SOLICITATION QUESTIONNAIRE

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

How did you learn of this bid opportunity?

- Direct Contact with Purchasing.
- City of Pasadena Website www.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 _____

**CITY OF PASADENA
PURCHASING OFFICE**

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: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

**CITY OF PASADENA
PURCHASING OFFICE**

LOCAL BIDDER PREFERENCE CLAIM FORM

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Pasadena has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when in the best interest of the City to do so. **This request form and any attachments must be submitted with bid package to be considered by the City of Pasadena.** Questions should be addressed to the Purchasing department at 713-475-5532. Exclusions to the local preference include expenditures of \$3,000 or less or greater than \$100,000, and those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, or via interlocal agreement. The local preference status will expire one year from the date of this form; for any subsequent requests for preference during this period, the applicant need only complete and submit section 3 of this form.

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

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

(a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation, or other.

Name of business/dba: _____

Address: _____

City: _____ St: _____ Zip: _____

Business Structure: Sole Proprietorship Partnership
 Corporation Other _____

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

Name: _____

City: _____

2) General Business Information:

(a) Year business established (Pasadena location). _____

(b) Most recent year property valuation (if owned); real and personal property. \$ _____

(c) Annual taxable sales (originating in Pasadena) \$ _____

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

(e) Total number of current employees _____ and number of Pasadena-resident employees _____

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

(a) Number of additional jobs created _____ or retained for Pasadena resident-employees _____

(b) Local subcontractors utilized, if applicable; name, location and contract value for each

Name: _____

Address: _____

Contract Value: \$ _____

(c) Other economic development benefit deemed pertinent by applicant

**CITY OF PASADENA
PURCHASING OFFICE**

LOCAL BIDDER PREFERENCE CLAIM FORM (page 2)

Certification of Information:

(continued)

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

City Bid Number/Quote for which the local preference is requested: _____

(Print name of bidder) (Date)

(Signature)

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

Appeared before me the above-named _____, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this _____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

Commission Expires: _____

**CITY OF PASADENA
PURCHASING OFFICE**

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 #: _____

**CITY OF PASADENA
PURCHASING OFFICE**

BIDDER QUESTIONNAIRE & CHECKLIST

Return one (1) “ORIGINAL” and four (4) “COPIES” of the Bid documents in a sealed envelope or package.

<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 - 11)	I acknowledge reading and understanding the Special Conditions.	_____
3. Specifications (pgs. 12 - 14)	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 (pg. 10)		_____
6.. Fill out and return the Bid Pricing Sheet (pgs. 15 – 20)		_____
7. Fill out and return the Bidder Information Sheet (pg. 21)		_____
8. Fill out and return the Deviation & Compliance Signature Form (pg. 22)		_____
9. Fill out and return the Non-Collusion Affidavit and have it Notarized. (pg. 23)		_____
10. Fill out and return the Solicitation Questionnaire. (pg. 24)		_____
11. Fill out and return the Bidder References Form (pg. 25)		_____
12. Fill out and return the Local Bidder Preference Claim Form (if applicable) (pgs. 26 - 27)		_____
13. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 28)		_____
14. Cut and put LABEL on the OUTERMOST envelope. (UPS, FedEx, Priority, etc.) (pg. 30)		_____
15. Optional Additional Data - Catalogs, pricelists, literature, brochures, other visual materials, other services (pg. 14)		_____

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.

**CITY OF PASADENA
PURCHASING OFFICE**

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 #:	19-012
DESCRIPTION:	Veterinary Pharmaceuticals and Medical Supplies
DUE DATE:	Monday, June 10, 2019
DUE TIME:	NO LATER THAN 4:00 P.M. CST
COMPANY NAME:	_____

**CITY OF PASADENA
PURCHASING OFFICE**

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	
		1 of 1	
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.		CERTIFICATION OF FILING Certificate Number:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		Date 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 services, goods, or other property to be provided under the contract.		Date Acknowledged:	
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
SAMPLE			
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____ and my date of birth is _____. My address is _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			