



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;">Request for Proposals (RFP)</h2>	
MAILING DATE	TITLE	NUMBER	CLOSING DATE & TIME
March 12, 2020	Emergency Food Service	20-003 Re-Bid	April 6, 2020 by 4:00 PM
		PROPOSAL WRITER	
		Bob Ward	
PRE-PROPOSAL DATE, TIME AND LOCATION			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL		TAXPAYER IDENTIFICATION NUMBER	
MAILING ADDRESS		NO PROPOSAL: If not submitting a Proposal, state reason below and return one copy of this form	
CITY-STATE-ZIP			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
TOTAL PROPOSAL AMOUNT:		Payment Terms: _____ % , net _____	
Proposals are firm for Acceptance for 90 days Yes <input type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>			
I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Pasadena the Proposer offers and agrees that if the Proposal is accepted, the Proposer 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 Proposer.			
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
- Proposals must be submitted in a sealed envelope, marked with bid number & closing date.
- Proposals received after the above closing date and time will not be accepted.

Legal Notice

NOTICE TO BIDDERS BID NO. 20-003 Re-Bid

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

Emergency Food Service

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00 p.m. CST, Monday, April 6, 2020** in the Office of the City Secretary, 1149 Ellsworth Dr. Suite 200, Pasadena, Texas 77506. **Bids will be publicly opened and read on Tuesday April 7, 2020 at 3:00 p.m.** in the Main Conference Room in 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 400, 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.

CAUTION: It is the bidder's responsibility to ensure that bids are received in the City Secretary's Office prior to the date and time specified above. Receipt of a bid in any other City office does not satisfy this requirement.

Published in the Pasadena Citizen & on the City of Pasadena Website

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STANDARD PURCHASE DEFINITIONS (RFP)

The City will use the following definitions in instructions to Proposers, 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 Proposal means multiple Proposals with substantive variations from the same Proposer 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. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Proposer to perform the resultant Contract.
5. Proposer is a person, firm, or entity that submits a Proposal in response to a Solicitation. Any Proposer 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. Proposal Guaranty guarantees that the Proposer (a) will not withdraw the Proposal 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 guaranty will be returned to the Proposer upon execution of a Contract
7. Proposals are responses to a Request for Proposals.
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 Proposer.
12. Due Date means the date and time specified for receipt of Proposals.
13. Goods are supplies, materials, or equipment.
14. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
15. Lowest Responsible Proposal means the Proposal meeting all requirements of the specifications, terms, and conditions of the Request for Proposal 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 Proposer to perform the Contract, past performance of the Proposer, and compliance with all City ordinances concerning the purchasing process.
16. Lowest Responsible Proposer means the Proposer submitting Lowest Responsible Proposal.
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 Proposal submitted in response to an Request 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-Proposal Conference means a conference conducted by the Purchasing Office, held in order to allow Proposers 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 Proposer, becomes a contract. The Purchase Order is the Proposer'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, a Request for Proposal, 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 Proposer to be used in the performance of the Proposer's obligations under the Contract.
25. Unbalanced Proposal means a Proposal that is based on prices which are significantly less than cost for some Proposal items and significantly more than cost for others.

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GENERAL REQUIREMENTS FOR PROPOSALS

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 Proposals; 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 Proposer'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 PROPOSAL MAILING DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL 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 PROPOSERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL PROPOSERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE PROPOSAL PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE PROPOSER'S PROPOSAL.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a Proposal 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 Proposal, that Proposal 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 Proposal solicitation is governed by the competitive Proposal requirements of the CITY and Texas Local Government Code §252, as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer 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 RFP 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 City, Texas. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris City, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)

The Immigration Reform and Control Act (IRCA), also Simpson-Mazzoli Act ([Pub.L.](#) 99-603, 100 Stat. 3359, signed by President Ronald Reagan on November 6, 1986) is an Act of Congress which reformed United States immigration law. The Act made it illegal to knowingly hire or recruit illegal immigrants (immigrants who do not possess lawful work authorization), required employers to attest to their employees' immigration status, and granted amnesty to certain illegal immigrants who entered the United States before January 1, 1982 and had resided there continuously. The Act also granted a path towards legalization to certain agricultural seasonal workers and immigrants who had been continuously and illegally present in the United States since January 1, 1982.

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8. ADDENDA

When specifications are revised, the CITY of PASADENA Purchasing Department will issue an addendum addressing the nature of the change. Proposers must sign and include all addenda in the returned Proposal package.

9. PRICING

Prices for all goods and/or services shall be firm for the first year of this contract, and shall be stated on the Proposal 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 Proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

10. SCANNED OR RE-TYPED RESPONSE

If in its Proposal response, Proposer either electronically scans, re-types, or in some way reproduces the City's published Proposal package, then in event of any conflict between the terms and provisions of the City's published Proposal specifications, or any portion thereof, and the terms and provisions of the Proposal response made by Proposer, the City's Proposal specifications as *published* shall control. Furthermore, if an alteration of any kind to the City's published Proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

11. PROPOSAL RETURNS including ALTERNATE PROPOSALS

Proposer shall return one (1) "**ORIGINAL**" and five (5) "**COPIES**" of the Proposal in a sealed envelope or package of comparable size. **Please cut out and affix the Proposal label found on the last page of the RFP to the outermost mailing envelope (UPS, USPS, FEDEX, etc.) of your Proposal to ensure proper delivery!**

Only one Proposal per envelope. Alternate Proposals shall be in a separate envelope and marked as Alternate Proposal.

Proposers must return all completed Proposals to:

City of Pasadena
City Secretary's Office
1149 Ellsworth Dr., 2nd floor
Pasadena, Texas 77506

by the date and time specified. **Late Proposals will not be accepted,** and will be returned to Proposers unopened.

12. SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Proposal 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 Proposer wishes to include as a condition of the Proposal, must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

13. VARIANCES

For purposes of Proposal evaluation, Proposers must indicate any variances, no matter how slight, contained in the Proposal. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the Proposal and referenced in the space provided on the Proposal 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 Proposal, the City does not necessarily accept any variances contained in the Proposal. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that, in the City's sole opinion, make that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared by the City as conditional.

14. DISQUALIFICATION OF PROPOSER

Upon signing this Proposal document, a Proposer offering to sell supplies, materials, services, or equipment to the City certifies that the Proposer 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 Proposal made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the City believes that collusion exists among the Proposers. Proposals in which the prices are obviously unbalanced may be rejected. If multiple Proposals are submitted by a Proposer and after the Proposals are opened, one of the Proposals is

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withdrawn, the result will be that all of the Proposals submitted by that Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Proposals for different products or services.

15. AWARD OF CONTRACT

15.1. Per Section § 252.043 of the Texas Local Government Code;

15.1.1. If the competitive sealed Proposal requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible Proposer or to the Proposer who provides goods or services at the best value for the municipality.

15.1.2. In determining the best value for the municipality, the municipality may consider:

- (a) the purchase price;
- (b) the reputation of the Proposer and of the Proposer's goods or services;
- (c) the quality of the Proposer's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the Proposer'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 Proposer's goods or services; and
- (h) any relevant criteria specifically listed in the Request for Proposals.

15.2. 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 Proposals or line items at the City's sole discretion. **For the purpose of evaluation, any item left blank will be deemed "no response".**

15.3. The City reserves the right to accept any item or group of items on this Proposal, unless the Proposer qualifies his/her Proposal by specific limitations and/or unless otherwise specified in Special Conditions.

15.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party.

15.5. Breaking of tie Proposals shall be in accordance with the Texas Local Government Code § 271.901.

15.6. Although the information furnished to Proposers 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 in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

15.7. The City reserves the right to waive any formality or irregularity, to make awards to more than one Proposer, or to reject any or all Proposals.

16. EVALUATION

Evaluation shall be used as a determinant as to which Proposal 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 Proposals are subject to tabulation by the City's Purchasing Department and recommendation to the governing body. Compliance with all Proposal requirements, delivery and needs of the using department are considerations in evaluating Proposals. The Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify, or request information with regard to any Proposal.

17. PROTESTS:

17.1. 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 Proposals. This includes all protests relating to legal advertisements, deadlines, 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.

17.2. 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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- 17.2.1.** Come from an actual Proposal or proposal for the contract, and
17.2.2. Who claim to be the rightful awardee. That is, the protest is not valid if filed by a Proposer who cannot show they would be awarded the contract if their protest were accepted.

17.3. 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.

18. 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 Proposers. 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.

19. PROPOSAL DOCUMENTS AND PROPOSAL EVALUATIONS

A vendor, as a member of the public may request a copy of the Proposal Tabulation that is compiled when the Proposals are opened in City Council or in the Purchasing Department after a request for Public Information is received in accordance with Texas Open Records Act. However, the City will not release copies of Proposals or the Proposal evaluations until after the contract has been awarded by the City Council.

20. 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.

21. FISCAL FUNDING

A multi-year contract (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 contract, said contract shall become null and void on the last day of the current appropriation of funds.

22. 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.*

23. INSURANCE

If required, specific insurance provisions will be included in Proposal 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 Proposal specifications. Failure to provide this document may result in disqualification of Proposal.

24. WAIVER OF SUBROGATION

Proposer and Proposer'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 Proposer's performance under this agreement.

25. TERMINATION

The CITY of PASADENA reserves the right to terminate the contract for default if Proposer breaches any of the terms therein, including warranties of Proposer or if the Proposer 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.

26. 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.

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27. INDEMNITY

27.1. 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 PROPOSAL ACTIVITIES UNDER THIS PROPOSAL, 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.

27.2. 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.

28. PURCHASE ORDER AND DELIVERY

The successful Proposer 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. 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.

29. INVOICES AND PAYMENTS

Proposers 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 Proposer for correction. Under term contracts, when multiple deliveries and/or services are required, the Proposer 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 Proposer 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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30. TAXES

The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City 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's Purchasing Department.

31. 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 Contractor from all contractual obligations

32. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Pasadena and the Contractor.

32.1. 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:

32.1.1. Such adjustment shall be based on the latest **NON-PRELIMINARY** 12-Month Percent Change in the Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, South Region, 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.

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

32.1.3. 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.

33. 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>

34. 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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SPECIFICATIONS

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

SCOPE OF WORK: The City of Pasadena seeks to obtain proposals from multiple qualified suppliers to provide water, drinks, food, on-site preparation, and supplies to the City prior to, during, and/or after an emergency situation occurs. Emergency situations would include, but are not be limited to, hurricanes, tornadoes, flooding, windstorms, and any act of God, etc.

In addition, any emergency that would involve terrorism, explosions, fires, chemical spills, and any other man-made disaster or accident that would require personnel to need water, drinks, food, on-site preparation and supplies delivered to the City of Pasadena designated area. Proposer shall propose non-perishable food supplies as well as refrigerated food supplies. It will be necessary to include condiments, vegetable oil, cooking ingredients, eating utensils, cleaning supplies, and disinfectants.

Proposals shall include the proposed meal plan, and the proposer's mechanism for ensuring timely delivery of all necessary food supplies for any given emergency. Proposer must also provide documentation that the proposed meals meet standardized nutritional guidelines, and provide a plan for handling specialized dietary needs on a case-by-case basis. Proposals shall also include all expertise, personnel, mobile kitchens, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to provide on-site preparation and supplies for any and all emergency-related events.

The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. The City will negotiate an agreement with the proposer(s) whose proposal is the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP. The City reserves the right to reject any or all responses. **Contract shall be based on "as-needed" services in the event of an emergency-generated event.**

DESCRIPTION: All types of drinks, foods, supplies, and services shall be specified by Proposer. Proposer shall outline program for delivery, availability of water, drinks, food, and supplies, alternative methods of delivery, various locations, mode of transportation, back-up plans, and complete detailed narrative of program offered for delivery of all items. The City of Pasadena preference for award will be based on Proposer's ability to provide a plan for delivery and on-site food preparation.

These services shall provide for the cost effective and efficient delivery of water, drinks, food, on-site preparation and supplies to any facility or site as may be directed by the City, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by the City of Pasadena's Emergency Management Coordinator or designee. Proposer shall fully detail how paperwork will be completed and itemized in order to be acceptable by FEMA for reimbursements to the City. This contract is in no way contingent on FEMA reimbursement or a federal disaster declaration, but should meet all federal guidelines to ensure that reimbursable expenses are not forfeited.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all sub-contractors hired by the Contractor and/or to require the Contractor to dismiss a sub-contractor upon request.

PROPOSAL REQUIREMENTS: Each proposal must include the following:

- a Qualifications and experience of personnel, including the Administrator or Project Manager and other key personnel. All contact information, i.e., cell phones, satellite phones, etc.
- b Provide results in measurable terms that demonstrate the success of past contracts **of a similar nature**.
- c Proposer's Information Form, any written exceptions to proposal, and narrative fully describing supplier's program.
- d Proposer shall provide references of customers being sure to list **Houston/Galveston area** references first, with whom Proposer has performed services of a similar nature. The list shall include the customer's name, address, telephone number, and the name of an individual to contact. Proposer shall indicate date and brief description of services performed.
- e Proposer to provide cost per person for 3 meals per 24 hour period for 3 to 7 days. (*See Quantities below*) This section should also include meal plans and menu options that would be served.
- f Provide the response time in hours to be on location in Pasadena, TX once notified by the Emergency Management Coordinator to mobilize.

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- g Proposer to describe plan for excess products not utilized by the City, if any, being returned.
- h Provide information regarding available sites of supply sources and all resources for delivery and method of transportation, etc. Proposer to include program flexibility.
- i Provide back up plans for worse case scenarios, i.e. supplier's closest facility is destroyed or cannot be reached due to flooding or other conditions.
- j Provide detailed explanation of how paperwork and billing will be processed (including method used to determine quantity of meals served per day), and include prior experience with any FEMA related documentation.
- k Description and list of products offered; water; drinks offered, both perishable and non-perishable foods offered; and type of supplies available. Proposer shall provide firm pricing for any and all items listed in program submitted in addition to cost per person as described in item e.

All proposals shall meet or exceed minimum specifications to be considered as valid proposals. All proposals received in response to this invitation shall become the property of the City of Pasadena, and shall be retained in its file, and by reference become part of any formal agreement with the City. Receipt of a proposal by the City does not, in and of itself, constitute a contract. The City accepts no responsibility or liability for any cost incurred in the preparation and/or submission of such proposal. After award of proposal, all proposals shall be open for public inspection.

QUANTITIES: The City of Pasadena will use a range of 200 to 600+ people as a basis for Proposer to calculate cost per person for 3 meals per 24 hour period for 3 to 7 days prior to, during, and after an emergency situation occurs. The right to increase or decrease quantities for any products, supplies, or services will be dependent on each individual event, duration of emergency situation, and availability of funding throughout the entire term of this contract; however, such increase or decrease shall not affect the pricing as specified by Proposer in program presentation cost per person. Proposed quantities are estimates and may be subject to additions and/or deletions at any time.

This proposal will include all expertise to implement a program for services to provide water, drinks, food, and on-site preparation, and supplies as well as all personnel, tools, materials, mobile kitchens, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute and complete the timely delivery to the City whenever an emergency event occurs.

SPECIFICALLY LISTED ITEMS: Proposer shall list all items above and beyond the per-person unit cost and firm pricing for each in a separate listing or plan. Each item shall have firm unit pricing (case pricing), description, size/volume, number of units of each (i.e., case, box, etc.), and type of container compiled in a list categorized by cooking ingredients, eating utensils, cleaning supplies, disinfectants, water (pallets), drinks (i.e., Gatorade, Crystal Lite, etc.), additional food items, and supplies.

PERISHABLE ITEMS: The contractor will be responsible for the storage of all perishable items. The City of Pasadena currently does not have a refrigerated or insulated trailer for storing perishable items. Proposer shall take into consideration the storage capacity for program bid for perishable type items.

INITIATIONS OF ORDERS: The City of Pasadena shall order items on an "as-needed basis." Orders for water, drinks, food, on-site preparation, and supplies will be placed by City authorized personnel only. The Emergency Management Coordinator of Pasadena will provide a list of contacts and cell phone numbers upon award of bid to successful bidder. Proposer shall include in proposal a prioritized list with a minimum of three contacts including cell phone numbers, pager numbers, and office numbers to be contacted when an emergency situation occurs. Authorized personnel will communicate the needs of the City for Proposer's services and will designate delivery locations at that time.

DELIVERY OF WATER, DRINKS, FOOD, and SUPPLIES: Location of delivery of all water, drinks, food, on-site preparation and supplies will be designated at time of initial order. Delivery location for all water, drinks, food, on-site preparation and supplies may be changed during the course of an emergency dependent on each situation.

STOCK AVAILABILITY: Proposer shall have sufficient stock to fill any order within the stated time. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it is not available from the supplier.

MODIFICATIONS/SUBSTITUTES: The City of Pasadena has an obligation to provide food as required for personnel in any emergency situation. In the event, a supplier cannot provide products as proposed during the term of this contract due to unforeseen circumstances, the Purchasing Manager may accept a similar substitute for the same pricing as proposed in this contract. During the term of this contract, the Emergency Management Coordinator may decide to alter the food program. This contract may be modified and/or amended to fulfill the City of Pasadena's obligation to provide water, drinks, food, and supplies to personnel in an emergency situation. Such modifications or amendments must be submitted in writing to the Purchasing Department prior to acceptance.

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PRICING INCREASES/DECREASES: The proposal price shall be based on a per person unit pricing for a service plan offered by supplier (*see Quantities above*). The City of Pasadena desires firm prices for the full contract period for the per person unit cost of meal preparation. Regarding all other food and supplies individually listed, it is recognized by the City of Pasadena that qualified proposers may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the Proposer's source of supply.

NOTE: THE CITY OF PASADENA MUST HAVE PRIOR WRITTEN NOTICE FROM SUPPLIER AS TO ANY INCREASE OR DECREASE OF EXISTING PRICES. Proposer shall submit a letter from the Proposer's source indicating reasons for any price changes in products bid.

In such instances, an ASTERISK (*) shall be placed by the item or items which the Proposer is unwilling to guarantee the price for the full contract period, and the partial period of the contract term during which the Proposer will guarantee the unit price changes due to increases or decreases in cost from the Proposer's source of supply during the term of the contract.

Proposer must indicate possible items where pricing may not remain firm during the term of this contract. Proposer may present an across the board discount or markup off their base cost for the products or supplies, however, documentation would be necessary to prove up actual cost paid by proposer in order to be FEMA reimbursable.

INCREASES

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the Proposer's source of supply. It will ordinarily be the policy of the City of Pasadena to accept price increases that have been noted in the bid proposal, when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the City of Pasadena reserves the right to obtain a different source or sources of such item or items that have increased in price.

DECREASES

If a vendor does take advantage of this "Price Revision Clause", the City of Pasadena will expect any decreases in cost from the Proposer's source of supply during the term of the contract to lower the City's price for such item or items.

EVALUATION: All proposals shall be subject to an evaluation by a selection committee to be established by the City. The successful proposer(s) must demonstrate an understanding of the project scope and purpose. This refers to the proposer's understanding of the needs that generated the RFP, of the objectives in asking for the services, and of the nature and scope of the work involved. All prospective proposers shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data included in the proposal shall become a part of the proposal. Failure to respond to any portion of this proposal, unless otherwise provided for may result in a reduction of the total numerical graded value and possible rejection of the complete proposal from further consideration.

The award of proposal shall be based on the responsible Proposer(s) that proposes a sound program based upon the information provided in this proposal. All Proposers shall be required to meet or exceed minimum requirements. The City of Pasadena reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the RFP.

SELECTION CRITERIA: The City may select proposals from multiple contractors. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. Proposals will be evaluated by a committee utilizing weighted criteria totaling up to 100%. Suppliers shall be aware that the City of Pasadena will review the proposals with particular weight to the following:

- The responsiveness and completeness of the proposal. **10%**
- Proposer's ability to respond when services are requested. Proposer's current obligations/work commitments and quality of work. **15%**
- Resources, equipment, food, supplies, and personnel available to perform the required services to provide water, drinks, food, on-site preparation and supplies. **20%**
- Past experience to provide services during emergency-related events as required by this RFP including all references. **25%**
- Net overall cost to the City for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor). **30%**

During an emergency situation, the successful Proposer(s) may be called upon in order to coordinate all needs of the

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City of Pasadena. By submittal of this proposal, Proposer commits to successfully comply with all requirements and fulfill their obligation to provide water, drinks, food, on-site preparation, and supplies according to the program, plan, and pricing submitted. The Emergency Management Coordinator will utilize proposal(s) that are the most advantageous to the City.

PRE-AWARD CONFERENCE: Prior to award of proposal, a short list of proposers may be required to attend a pre-award conference to discuss terms, conditions, and performance of this contract before the Purchasing Manager, Emergency Management Coordinator, and the evaluating committee. The City may require a presentation of supplier's program prior to award of proposal before a City of Pasadena designated committee.

SCHEDULE OF AWARD: It is the intent of the City to evaluate the proposals to secure the best and final proposal to meet the following RFP Contract Schedule for Award. This schedule is subject to change if circumstances warrant.

- 4/6/2020 Proposals received
- 4/6/2020 Proposals opened and evaluation begins
- 4/22/2020 Recommended Contractor selected and submitted for approval
- 5/5/2020 First reading by City Council
- 5/19/2020 Final reading by City Council

CONTRACT PERIOD: After all negotiations are completed, the successful proposer(s) will be required to enter into a binding contract. Proposer may submit their proposed agreement for review by our Emergency Management Coordinator and Legal Department. Contract period shall be for three (3) years, and shall start after approval of a negotiated contract by City Council, and the appropriate insurance certificate is in place.

This contract may be renewed under the same terms and conditions for successive one-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Request for Proposal (RFP) and prices may be adjusted to reflect the latest Consumer Price Index (Urban) for the Houston/Galveston area.

INSTRUCTIONS TO PROPOSERS: All prospective proposers shall provide sufficient information and data to allow a complete evaluation of the information to be made. Information and data submitted by each proposer will become a part of the proposal. Each proposer shall submit one (1) original and five (5) copies clearly labeled.

The City may waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any and all proposals at its discretion. After receipt of proposal, it is the intent of the City of Pasadena to evaluate the proposals in order to secure a contract that is the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the RFP. The proposed contract is scheduled to be presented to City Council for its consideration of approval following the evaluation period.

PROPOSAL SUBMISSION: The delivery of proposals to the City Secretary's Office prior to the specified date and time is solely and strictly the responsibility of the proposer. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said proposer.

The proposer is solely responsible for reading and completely understanding the requirements of this RFP. Under no circumstances shall proposals delivered after the specified delivery date/time be considered. Late submissions shall be returned unopened.

INQUIRIES AND ADDENDA: The City shall not be responsible for oral interpretations given by any other City employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will notify all prospective proposers who have secured same. However, it shall be the responsibility of each proposer, prior to submitting the proposals, to contact the City of Pasadena's Purchasing Office at (713) 475-5532 to determine if addenda were issued and to make such addenda are a part of their submitted proposal.

INSURANCE REQUIREMENTS: CONTRACTOR SHALL SUBMIT CERTIFICATE OF INSURANCE PRIOR TO AWARD. CONTRACTOR shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property that may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, volunteers, employees or subconsultants.

- A. CONTRACTOR's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of CONTRACTOR's insurance and shall not contribute to it. Further, CONTRACTOR shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and

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endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$1,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$500,000
 - Fire Damage: \$50,000
 - Coverage shall be at least as broad as ISO CG 00 01 10 93
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
3. Workers' Compensation
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of Subrogation required.

B. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier must have an A.M. Best Rating of A-: VII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. The City of Pasadena is to be added as an Additional Insured to all liability policies.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all-insurance coverages shall be furnished to the City.

COMPLIANCE WITH LAWS: The Contractor shall comply with all Federal and State laws, City Ordinances, and Codes applicable to the Contractor's operation under this contract. These Specifications and the contract resulting herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

CONTRACT TERMINATION: The City of Pasadena reserves the right to terminate the contract for any reason by notifying the Contractor in writing 30 days prior to the end of the term or renewal period of this contract. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

STANDARD REQUIREMENTS

- a. Right to Protest
Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the Purchasing Manager.
- b. No Corrections
Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

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PROCUREMENT PROCESS

a. Openness of Procurement Process

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with all Federal and State laws and City Ordinances and Codes applicable to the Proposer's operation under this contract. These specifications and the contract resulting herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County, Texas, where venue for any proceeding arising hereunder will lie.

b. No Collusion

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. This section is not intended to prohibit two or more organizations from working together on a joint application. One organization would have to be designated as the lead agency with fiscal responsibility.

PRICING: The unit price per person for water, drinks, food, on-site preparation and supplies shall include all costs including shipping, handling, delivery, and any other related costs. All other water, drinks, food and supplies shall be firm unit costs and inclusive of any other related costs. No other fees, surcharges for fuel, or any other additional costs will be allowed. Any minimum orders must be indicated by supplier. If no minimums are declared on the cost sheets for all items listed, no minimums will be allowed.

The costs for on-site meal preparation shall be listed in the proposal as follows:

200 – 400 people _____ per person/per day

401 – 600 people _____ per person/per day

601+ people _____ per person/per day

INVOICE: A Purchase Order shall be issued at time of each order if possible. However, during an emergency, a procurement card may be used by authorized City personnel. Proposer shall include Purchase Order number when available on corresponding invoice. All billing shall be itemized and, in a manner, acceptable for FEMA reimbursement. Invoices shall be sent to:

**CITY OF PASADENA
ATTN: ACCOUNTS PAYABLE
P. O. BOX 672
PASADENA, TX 77501-0672**

PAYMENT: The City of Pasadena shall pay the agreed contract price within 30 calendar days of receipt of an invoice or 30 calendar days after completion of the service, whichever occurs later.

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PROPOSER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
PHYSICAL ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
COMPANY TAX ID #:	

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FEDERALLY REQUIRED CONTRACT CLAUSES

1. Remedies

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within sixty (60) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective thirty (30) days after the end of such sixty (60) day period.

2. Termination

The City of Pasadena ("City") 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.

3. Termination - Notice

Either party may cancel the contract at any time after award. The City shall be required to give the vendor written notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon 30 days written notice.

4. Compliance with the Contract Work Hours and Safety Standards Act

(40 U.S.C 3701 -3708) Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 E.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

a. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. Withholding for unpaid wages and liquidated damages

The City of Pasadena shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

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contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Clean Air Act

Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Pasadena, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the City of Pasadena, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Policy and Conservation Act

Contractor must maintain compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Pasadena. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and the City of Pasadena, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for

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influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

Procurement of Recovered Materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Changes

Prices for all goods and/or services shall be firm for the duration of this contract. No price changes, additions, or subsequent qualifications will be honored during the course of the contract.

Access to Records

(1) The contractor agrees to provide the City of Pasadena, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

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DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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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 Proposal.

Proposer shall return Six (6) copies of this Proposal, filled out in full and signed. One (1) copy marked "ORIGINAL" and Five (5) copies marked "COPY".

Signature: _____

Title: _____

Company Name: _____

Date: _____

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: _____

CITY: _____ 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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DEVIATION & COMPLIANCE SIGNATURE FORM

If you intend to deviate from the General Terms and Conditions or Item Specifications listed in this Request for Proposal, 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 Request for Proposals.

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: _____

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NON-COLLUSION AFFIDAVIT

State of _____ (State)

City of _____ (City) §.

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 Proposal 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 _____, 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)

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ...makes, passes, alters, or publishes any statement, knowing the same to be false ...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

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SOLICITATION QUESTIONNAIRE

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

How did you learn of this Proposal opportunity?

- Direct Contact with Purchasing.
- City of Pasadena Website www.pasadenatx.gov
- Proposal 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 Proposal Document?

- Direct Contact with Purchasing
 - Via Email
 - Via Fax
 - In Person
- City of Pasadena Website www.pasadenatx.gov
- Proposal notification service (i.e. DemandStar)
- Other Means: Describe

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PROPOSER REFERENCES

Please list five (5) references, preferably a Government (local, City, 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: _____

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4. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

5. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO.: _____

NAME OF CONTACT: _____

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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 Proposal.

Firm Name Submitting Proposal

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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PROPOSER QUESTIONNAIRE & CHECKLIST

<u>Item</u>	<u>Note</u>	<u>Proposer's Initials</u>
1. General Requirements for Proposals (pgs. 2-7)	I acknowledge reading and understanding the General Requirements for Proposals	_____
2. Specifications (pgs. 8-13)	I acknowledge reading and understanding the Specifications.	_____
<u>DID YOU REMEMBER TO:</u>		
3. Fill out, sign, and return the Request for Proposal (RFP) cover sheet.		_____
4. Sign and return all issued Addendum		_____
5. Sign Federally Required Contract Clauses (pgs. 15-18)		_____
6. Fill out and return the Proposal Pricing Sheet (pg. 13)		_____
7. Fill out and return the Proposer Information Form (pg.14)		_____
8. Fill out and return the Deviation & Compliance Signature Form (pg. 20)		_____
9. Fill out and return the Non-Collusion Affidavit (must be Notarized) (pg. 21)		_____
10. Fill out and return the Solicitation Questionnaire. (pg.22)		_____
11. Fill out and return the Proposer References Form (pg. 23-24)		_____
12. Fill out and return the Disadvantaged Business Enterprises Only Form (if applicable) (pg. 25)		_____
13. 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 Proposal. This form is only required when the vendor has been recommended for award.

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PROPOSAL LABEL

LATE PROPOSALS WILL NOT BE ACCEPTED!

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

✂ Cut along dotted line.

SEALED BID/PROPOSAL

RFP #: 20-003 Re-Bid

DESCRIPTION: Emergency Food Services

DUE DATE: April 6, 2020

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	
		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.		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____.			
_____ Signature of authorized agent of contracting business entity (Declaration)			