

Pre-Council Conference – February 3, 2026 – 9:30 a.m.
MAIN CONFERENCE ROOM – 1ST FLOOR – CITY HALL
1149 ELLSWORTH DRIVE, PASADENA, TX 77506
To discuss any or all of the following items:

MAYOR THOMAS SCHOENBEIN

COUNCILMEMBERS

CARLOS HEREDIA SR. - District A
BIANCA VALERIO - District B
EMMANUEL GUERRERO - District C
PAT VAN HOUTE - District D

JONATHAN ESTRADA - District E
DOLAN DOW - District F
JOHNNY FUSILIER JR. - District G
AARON E. STYRON - District H



A G E N D A

**COUNCIL MEETING
CITY OF PASADENA, TEXAS**

**CITY COUNCIL CHAMBERS – 1ST FLOOR
1149 ELLSWORTH DRIVE, PASADENA, TX 77506**

February 3, 2026 – 10:00 a.m.

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- 1) CALL TO ORDER**
 - 2) ROLL CALL OF MEMBERS**
 - 3) INVOCATION** – Lainey Hudanish - Mayor's Executive Office Assistant
 - 4) PLEDGES OF ALLEGIANCE** – Councilmember Dolan Dow
 - 5) COMMUNITY INTEREST COMMENTS IN ACCORDANCE WITH CHAPTER 551.0415 OF THE GOVERNMENT CODE; IE.**
 - expression of thanks, congratulations, or condolences;
 - information regarding holiday schedules;
 - an honorary or salutary recognition of a public official, public employee, or other citizen;
 - a reminder about an upcoming event organized or sponsored by the governing body;
 - information regarding a social, ceremonial, or community event; and
 - announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

6) CITIZENS WISHING TO ADDRESS COUNCIL

7) DOCKETED CITY COUNCIL HEARINGS

8) PRESENTATION OF PROCLAMATIONS, AWARDS AND COMMUNITY EVENTS

(A)	Service Award	Son Lauritz Schibbye	25 years	IT Department
(B)	Service Award	Robert Ines Flores	25 years	Pasadena Police - Patrol
(C)	Service Award	John Kenneth Zinn	25 years	Pasadena Police - Patrol
(D)	Service Award	Jack R Sherman	45 years	Pasadena Police - Patrol

(9) PROPOSALS FOR CITY BUSINESS

10) PRESENTATION OF MINUTES – January 20, 2026 – 6:00 p.m.

11) PRESENTATION OF MINUTES OF SPECIAL MEETINGS

12) CONTRACT CHANGE ORDERS

13) PROGRESS PAYMENTS

(A)	Contractor:	Brooks Concrete, Inc.
	Estimate No.:	Seven (7)
	Amount:	\$173,369.99
	Project:	2025 Annual Sidewalk Improvements
	Project No.:	S143
	Ordinance No.:	2025-002

14) FINANCE RESOLUTION NO. 2943 MISC. CLAIMS & INVOICES

15) PERSONNEL CHANGES

(A) REGULAR EMPLOYEES

(B) FINANCE DEPARTMENT EMPLOYEES

(C) ADMINISTRATION CHANGES IN PERSONNEL

(D) INTRODUCTION OF NEW CITY EMPLOYEES

16) MAYORAL APPOINTMENTS

17) CITY BOARDS AND COMMISSIONS REPORTS

18) REPORTS OF COMMITTEES

19) MAYOR'S REPORT

(A) ORDINANCES

(1) FINAL READINGS

ORDINANCE 2026-012 - An Ordinance amending Ordinance 2024-159, which adopted the Annual Budget for the Fiscal Year 2025, for the City of Pasadena, Texas.
(BUDGET DEPARTMENT)

ORDINANCE 2026-013 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JTR Constructors, Inc. for the Vince Bayou WWTP Sludge Dewatering Systems Improvements Project (CIP #WW098) for a total appropriation of \$3,985,380.00 to be funded from the Harvey CDBG-DRRP Account 098-33180 and the System Fund Account 390WW098-7998.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2026-014 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JC Stonewall Constructors, LP for the Animal Shelter Generator Project (CIP #M062) for a total appropriation of \$414,575.00 from the General CIP Fund Balance Account.
(PROJECT DEVELOPMENT)

ORDINANCE 2026-015 - An Ordinance accepting, approving, and adopting the valuation and assessment of Industrial District properties lying within the extraterritorial jurisdiction of the City of Pasadena for the 2025 tax year; and, based upon the provisions of the contract agreements, distributing the applicable funds in the appropriate general fund accounts of the City; providing for a repealing clause; and containing a severability clause.
(CITY CONTROLLER)

ORDINANCE 2026-016 - An Ordinance authorizing and approving the acquisition of property at 2815 Lilac Street for the Little Vince/Armand Bayou Separation Project (CIP #D054) and any related closing costs in a not to exceed amount of \$345,557.00 from the Community Development Block Grant – Mitigation (CDBG- MIT) Account.
(PUBLIC WORKS DEPARTMENT)

ORDINANCE 2026-017 - An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single family home located at 3721 Washington St., Pasadena, Texas, 77503, for a total appropriation of \$253,983.40.
(COMMUNITY DEVELOPMENT)

ORDINANCE 2026-018 - An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single family home located at 911 Leonard St., Pasadena, Texas, 77506, for a total appropriation of \$241,306.55.
(COMMUNITY DEVELOPMENT)

ORDINANCE 2026-019 - An Ordinance authorizing and approving an agreement between the City of Pasadena, Texas, and Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) for inspection services of various projects for a total appropriation of \$750,000.00 from the System Fund Other Charges Contingency Account and the General CIP Fund Balance Account.
(PUBLIC WORKS DEPARTMENT)

(2) FIRST READINGS

(A) An Ordinance authorizing and approving the purchase of Dell Hybrid Workload, three (3) year Pro Support, and implementation from Insight Public Sector, Inc. utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, which was competitively bid and awarded according to State law; and appropriating the amount of \$250,000.00.

(INFORMATION TECHNOLOGY)

(B) An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 13 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$872,145.18.

(MAINTENANCE SERVICES)

(C) An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,577,389.84.

(MAINTENANCE SERVICES)

(D) An Ordinance to amend Ordinance 2022-219, by which the City of Pasadena and Harris County entered into a Joint Participation Interlocal Agreement to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement").

(PARKS AND RECREATION DEPARTMENT)

(E) An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and LJA Engineering, Inc. for Geographic Information Systems services for a total appropriation of \$180,000.00.

(PUBLIC WORKS DEPARTMENT)

(F) An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and HR Green, Inc. for Administrative Services for Procore Development for a total appropriation of \$144,000.00 to be funded from Account 14100-7107.

(PUBLIC WORKS DEPARTMENT)

(G) An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and HR Green Inc. for Construction Management and Inspection Services of various Drainage & Paving and Water/Wastewater Projects (CIP #S248, S249, WW103, WW104, WW105 & WW106) for a total appropriation of \$1,695,397.50 from the General Fund Balance Account and the System Fund Other Charges Contingency Account.

(PUBLIC WORKS DEPARTMENT)

(H) An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and D & W Contractors, Inc. for the 2026 Annual Paving and Drainage Improvements Project (CIP #D065/S145) for a total appropriation of \$2,741,110.00 from the General CIP Fund Balance Account and the General Fund Balance Account.

(PUBLIC WORKS DEPARTMENT)

(I) An Ordinance authorizing and approving one-year contracts between the City of Pasadena, Texas, and Helfman Ford, and Monument Chevrolet for OEM Parts and to Parts Authority LLC, Allen and Kerber Auto Supply, Bass & Meineke No. 1, LLC and Helfman Ford for the purchase of Aftermarket auto parts.

(MAINTENANCE SERVICES)

(J) An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 2 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of \$132,837.00.

(MAINTENANCE SERVICES)

(K) An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas, of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of \$1,638,726.70.

(MAINTENANCE SERVICES)

(L) An Ordinance authorizing and approving a revised Licensed Sports Association Agreement developed for use by the Parks and Recreation Department.

(PARKS AND RECREATION DEPARTMENT)

(M) An Ordinance authorizing a lease contract for mailing equipment with Pitney Bowes, Inc., using the BuyBoard Purchasing Cooperative Contract #755-24 in the amount of \$22,962.60 annually.

(PURCHASING DEPARTMENT)

(N) An Ordinance authorizing and approving Education & Certification/License incentive pay for all civilian full-time employees effective March 2, 2026. See Exhibit "A" for requirements.

(HUMAN RESOURCES)

(O) An Ordinance to increase pay for Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, including Pasadena City Marshals and Pasadena Fire Marshals. The pay would increase per month to \$200 for Intermediate, \$300 for Advanced and \$400 for Master certification. The effective date for this increase would be 03/02/2026. Certification Pay for Pasadena Police Officers and positions outside the classified service, such as Pasadena City Marshals, which are subject to TCOLE was previously authorized by Ordinance 2006-004.

(POLICE DEPARTMENT)

(3) EMERGENCY READINGS

(4) ISSUANCE OF OBLIGATIONS

(B) RESOLUTIONS

(A) A Resolution accepting an in-kind donation of Chicken Finger Trays and Fries valued at \$500.00 from Raising Cane's for use by the Parks and Recreation Department to feed employees and staff for the City of Pasadena Athletics Division meeting.

(PARKS AND RECREATION DEPARTMENT)

(B) A Resolution approving the financial report of investment activities submitted by the City of Pasadena for the fiscal quarter ended December 31, 2025.

(CITY CONTROLLER)

(C) A Resolution authorizing the Pasadena Public Library to apply for a \$1,500.00 HEB Community Investment Program grant to assist with expenses related to library programming in 2026.

(LIBRARY)

(D) A Resolution accepting a monetary donation in the amount of \$50.75 from an Anonymous Donor to be allotted to Neighborhood Network for use in connection with Fill the Bus 2026.

(NEIGHBORHOOD NETWORK)

(E) A Resolution amending previously adopted Resolution 2025-183, adopted on October 7, 2025, which previously amended Resolution 2025-142, authorizing and approving an agreement for a Local On-System Improvement Project between the City of Pasadena and the Texas Department of Transportation (TXDOT) in relation to Pasadena Blvd. from SH 225 to Harris (CIP #S077) to revise resolution language to comply with TXDOT contract requirements.

(PUBLIC WORKS DEPARTMENT)

(F) A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Testing of Forensic Evidence Grant Program, FY2027, in the amount of \$16,000.00.

(POLICE DEPARTMENT)

20) **OTHER BUSINESS**

21) **EXECUTIVE SESSION**

22) **ADJOURNMENT BY THE PRESIDING OFFICER**

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/S/ AMANDA F. MUELLER
CITY SECRETARY

/S/ THOMAS SCHOENBEIN
MAYOR

Thought for the Week

“Time is too slow for those who wait, too swift for those who fear,
too long for those who grieve, too short for those who rejoice,
but for those who love, time is eternity.”

~Henry Van Dyke~

FINANCE RESOLUTION
NO. 2943

Date: February 3, 2026

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WHEREAS the checks issued by the City Controller of the City of Pasadena, which are annexed hereto and incorporated herein for all purposes, are submitted to the Mayor and City Council of the City of Pasadena,

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA,

THAT the checks issued by the City Controller of the City of Pasadena, annexed hereto and incorporated herein for all purposes, are hereby ratified and approved, as issued.

PASSED by the City Council of the City of Pasadena, Texas, in regular meeting at the City, on this 3rd day of February 2026.

APPROVED on this 3rd day of February 2026.

THOMAS SCHOENBEIN
Mayor
City of Pasadena, Texas

ATTEST:

AMANDA MUELLER
City Secretary
City of Pasadena, Texas

CARI BROWNLEE
City Attorney
City of Pasadena, Texas

CITY CONTROLLER'S OFFICE
CITY OF PASADENA
ACCOUNTS PAYABLE
01/21/2026 THROUGH 02/03/2026

AMEGY BANK OF TEXAS

VENDOR #	VENDOR NAME	PURPOSE OF PAYMENT	AMOUNT
L21710	AM FAMILY LIFE ASSURANCE COMPANY	EMPLOYEE DEDUCTIONS	\$ 13,085.59
L21112	EQUI-VEST LOAN LOCKBOX	EMPLOYEE DEDUCTIONS	1,169.49
L21113	INVESCO INVESTMENT SERVICE INC	EMPLOYEE DEDUCTIONS	150.00
45307	NATIONAL ORGANIZATION FOR STATE	EMPLOYEE DEDUCTIONS	102.20
L21271	OHIO CHILD SUPPORT PAYMENT CENTRAL	EMPLOYEE DEDUCTIONS	70.62
L21739	PASADENA POLICE OFFICERS' UNION	EMPLOYEE DEDUCTIONS	16,197.19
L21742	POLICE AND FIREFIGHTERS ASSOCIATION	EMPLOYEE DEDUCTIONS	4,778.64
L21738	PPDU - LOCAL PAC 1114	EMPLOYEE DEDUCTIONS	558.00
SUBTOTAL - EMPLOYEE DEDUCTION CHECKS MAILED 1.23.26			36,111.73
19965	CAPITAL BANK CARD SERVICE CENTER	COUNCIL MTG DINNER & BREAKFAST/MUGS/SHRM MEMBERSHIP/HEB-C HEREDIA	1,112.80
SUBTOTAL - MAILED 1.23.26 TO AVOID LATE FEES			1,112.80
W46160	ALPHA RENOVATIONS LLC	UB REFUND	62.28
W46144	ARAUJO, MANUEL ALFONSO	UB REFUND	336.99
W46146	AUSTIN, AMANDA P	UB REFUND	601.12
W46159	AUSTIN, LINDA	UB REFUND	547.46
W46198	BEARD, HORACE TAYLOR	UB REFUND	81.22
W46216	BIGHAM, CARL JR	UB REFUND	1,000.00
W46157	BONURA, DANIEL JOSEPH	UB REFUND	6.20
W46149	BOOZER PROPERTIES LLC	UB REFUND	2,166.59
W46141	BOOZER, JAMES EVERETT	UB REFUND	38.32
W46188	CATRAM, ASSAF	UB REFUND	27.25
W46139	CHEN, EREZ	UB REFUND	48.13
W46184	CLARK, WILLIAM ALLEN	UB REFUND	91.41
W46196	CONSECO, AMY ELIZABETH	UB REFUND	112.34
W46178	CORNEJO, LUIS ALEJANDRO	UB REFUND	125.00
W46185	COTE, JOHN PAUL JR	UB REFUND	110.74
46212	CYNTHIA HERRERA CASTRO	UB REFUND	67.20
W46154	EASO-JOSEPH, SISSY	UB REFUND	921.80
W46155	ECHOLS, PATRICIA	UB REFUND	385.43
W46150	FAIRBOURNE PERRY LLC	UB REFUND	612.33
W46147	FERNANDEZ, LINDA ANN	UB REFUND	597.57
W46182	FRANCO, SERGIO	UB REFUND	85.85
W46210	GARCIA, ELIDA ERICA	UB REFUND	19.61
W46183	GARCIA, MARCOS IVAN	UB REFUND	55.78
W46215	GORENA, LORENA V OR JUAN J	UB REFUND	87.98
W46199	HARDY VENTURES LLC	UB REFUND	80.01
W46151	HARRIS, JOE W OR ANITA G	UB REFUND	621.64
W46152	IRAR TRUST FBO JOHN KALDOR	UB REFUND	652.50
W46165	JONES, LASONDRA OR	UB REFUND	45.00
W46186	LILES, MELINDA COMBS	UB REFUND	90.27
W46197	LIMRATANA, PHUTTARAK	UB REFUND	114.14
W46211	MACIAS, EFRAIN	UB REFUND	76.56
W46137	MAGICAL ONYX	UB REFUND	71.87
W46138	MARTINEZ, KIMBERLY ARLENE	UB REFUND	91.44
W46140	MARTINEZ, LINDA	UB REFUND	130.76
W46176	MCFARLAND, BARBARA M	UB REFUND	39.47
W46164	MERCADO, ERIKA MARIE	UB REFUND	76.56
W46158	MORELAND, COLE ALLISON	UB REFUND	61.28
W46167	MURCIA DE LEON, SAUL SALOMON OR	UB REFUND	100.23
W46148	NGO, THANG TAT	UB REFUND	629.50
W46217	PADILLA RODRIGUEZ, VERONICA	UB REFUND	59.82
W46169	PEQUENO, JESSICA GUADALUPE	UB REFUND	76.56
W46187	PRUITT, JUSTIN OR	UB REFUND	112.88
W46194	RAMIREZ, JACOB OR JHENYTZEL	UB REFUND	62.98
W46153	RHODES COLBY OR CHELSIE	UB REFUND	1,370.04
W46179	RODRIGUEZ, MARTHA IMELDA	UB REFUND	71.03
W46181	ROSALES UCLES, FRANKLIN JOSUE	UB REFUND	67.09
W46209	RS HOUSTON OWNER, L.P	UB REFUND	79.96
W46208	SANDOVAL, VINCENT W OR CANDACE	UB REFUND	16.49
W46143	SIHADA, DIAB BASSAM	UB REFUND	634.03
W46207	STAR 2021-SFR BORROWER L P	UB REFUND	62.02
W46204	STILES INTERPRISES	UB REFUND	125.12
W46205	STILES INTERPRISES	UB REFUND	125.12
46213	SYLVIA GARCIA RAMIREZ	UB REFUND	37.17
W46177	TOUSSAINT, DANIEL	UB REFUND	26.72
W46163	VACA, SONIA IMELDA	UB REFUND	8.82
W46195	VILLAREAL, JOSE ANGEL OR	UB REFUND	21.68
W46175	WADE, JEAN MILLER OR CHRISTIAN C	UB REFUND	25.35
W46145	WARD, JEFFREY W	UB REFUND	557.22
W46166	WILDEMAN, JAMES OR KARLA	UB REFUND	59.85
W46142	ZAID, JOANNA DAHU	UB REFUND	637.82
W46206	ZAMORA MORALES, CLAUDIA V	UB REFUND	102.20
W46156	ZHENG, TIANDI	UB REFUND	76.02
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 2.3.26			15,485.82
30957	BETHANNY ALANIS	PAL GYM CONTRACTOR	401.25
42137	BRISEYDA BARAJAS	PAL GYM CONTRACTOR	240.00
37460	IVORY BOWIE JR	PAL GYM CONTRACTOR	250.00

43389	ARIANNA CANTU	PAL GYM CONTRACTOR	130.00
43385	CURTIS HARRIS SR	PAL GYM CONTRACTOR	150.00
37583	AHMAD DAY	PAL GYM CONTRACTOR	250.00
40389	ERIN DRYE	PAL GYM CONTRACTOR	200.00
43339	GISELLE ROSE DE LEON	PAL GYM CONTRACTOR	26.00
39806	CAMILA HERRERA	PAL GYM CONTRACTOR	97.50
42738	JESUS HERRERA	PAL GYM CONTRACTOR	110.50
31616	ANAYA, MARY ANN	PAL GYM CONTRACTOR	367.50
43387	SABRINA I. MENA	PAL GYM CONTRACTOR	149.50
37276	CAITLYN MURILLO	PAL GYM CONTRACTOR	91.00
37741	AMY ROMERO	PAL GYM CONTRACTOR	149.50
46173	JASMINE JNEA SIMPSON	PAL GYM CONTRACTOR	200.00
40608	ANDRETTA SMITH	PAL GYM CONTRACTOR	200.00
34414	ERIK THEODORE	PAL GYM CONTRACTOR	360.00
37436	DORSEY M THOMAS	PAL GYM CONTRACTOR	150.00
14702	JOSUE TOVAR	PAL GYM CONTRACTOR	247.00
43183	ROSALYN WEST	PAL GYM CONTRACTOR	150.00
37538	ASHLEY N WILLIAMS	PAL GYM CONTRACTOR	180.00
40703	BRODERICK WILLIAMS	PAL GYM CONTRACTOR	50.00
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 2.3.26			4,149.75
D0010879	A & H WRECKER SERVICE	TOWING CHARGES	1,900.00
9535	A T & T	NOD CHARGES-DEC	280.80
9535	A T & T	INTERNET-JAN	1,682.80
00008029	A T & T MOBILITY	PHONE CHGS 12/9-01/8	7,926.35
00006919	A1 DTS CORPORATION	25-017 TRANSMISSION	11,870.00
00004763	ABC DOORS	REPAIR GARAGE DOOR	291.38
18117	ACADIAN AMBULANCE SERVICE OF TEXAS	20-051 EMS SVC-JAN	104,323.05
00003905	ACES ANIMAL CARE EQUIPMENT SERVICES	SHELTER SUPPLIES	563.00
35568	ACTION TOWING, INC	TOWING CHARGES	1,785.00
22567	ACUSHNET COMPANY	GOLF MERCHANDISE	1,765.14
00006168	AIRGAS	HELIUM/ARGON RENTAL	87.52
22124	ALLEN AND KERBER AUTO SUPPLY	25-034 REPAIR PARTS	2,701.68
46189	ALPHA PAVING INDUSTRIES	PERMIT FEE REFUND	436.80
32349	AMAZON CAPITAL SERVICES, INC.	REC. SUPPLIES	1,299.13
00001792	AMERICAN ASSOCIATION OF NOTARIES	DUES-R.RICE	129.90
00005616	AMIGOS LIBRARY SERVICES	DATABASE SUBSCRIPTION	186.00
45259	ARKANCE USA LLC DBA	SOFTWARE SUBSCRIPTION	6,930.00
21299	ARKK ENGINEERS, LLC	22-147 TO 7/31/25 FINAL	4,205.00
37484	AT&T MOBILITY-CC	DATA SERVICES-DEC	2,516.00
10794	AUTOMATED LOGIC CONTRACTING SRVC IN	HVAC LABOR	75,415.00
39444	SELECTIVE GIFT INSTITUTE, INC DBA	SERVICE AWARDS	54.08
00000765	B & H PHOTO VIDEO, INC	SEC. CAMERA/EQUIPMENT	5,727.54
00003730	B & L LOCK AND SAFE INC	MAINTENANCE MATERIALS	9.00
00003689	BAY AREA RENTALS	25-103 CEMENT	529.90
9304	BIG Z LUMBER COMPANY	WAREHOUSE INVENTORY	2,992.75
00020920	BINSWANGER GLASS COMPANY	GLASS REPLACEMENT	2,170.00
00021816	BRODART COMPANY	BOOKS	43.32
00004562	BROOKS CONCRETE INC	S143 2025 ANNUAL SIDEWALK IMPROVEMENTS	173,369.99
30351	CALLAWAY GOLF SALES CO.	GOLF MERCHANDISE	2,530.67
9420	CARE ATC	PHYSICIAN/STAFF-JAN	65,780.40
B2100081	CAVAZOS, ROBERT	COURT BOND REFUND	200.00
B2100082	CAVAZOS, ROBERT	COURT BOND REFUND	200.00
B2100083	CAVAZOS, ROBERT	COURT BOND REFUND	200.00
B2100084	CAVAZOS, ROBERT	COURT BOND REFUND	200.00
00004422	COW GOVERNMENT INC	IT STOCK	64,901.85
00051420	CENTERPOINT ENERGY	GAS USAGE 11/19-12/19	6,290.24
45453	CHARLES TAYLOR DBA FIRE TRUCKS	EMERG. LIGHTING/EQUIP	13,880.28
42558	CHARLIE HINDS WRECKER SERVICE INC	TOWING CHARGES	1,975.00
27916	CHARTER TITLE CO	26-010 VINCE/ARMAND	1,382,193.00
00005421	CLEAN STREETS PETTY CASH	PETTY CASH	37.11
00031205	CLEAR LAKE CITY WATER AUTHORITY	WATER SERVICE-DEC	36,669.79
12367	COBURNS SUPPLY COMPANY INC.	WAREHOUSE INVENTORY	10,358.28
8608	COMCAST CABLE	ETHERNET/INTERNET-DEC	3,135.62
8608	COMCAST CABLE	SERVICES-JAN	29.96
8608	COMCAST CABLE	ETHERNET/INTERNET-DEC	1,463.00
00006998	COMMERCIAL FENCE CO	FENCE INSTALLATION	2,923.07
18710	COMPREHENSIVE COMMUNICATION SERVICE	25-043 MOBILE ERCC	124,666.89
00031570	CONSOLIDATED TRAFFIC CONTROLS	TRAFFIC CONTROL EQUIP	10,382.00
00091358	CORE & MAIN LP	WATER METER PARTS	2,883.98
B2200177	CRUZ AMAYA, ARIEL	COURT BOND REFUND	200.00
00005292	DATAVOX	SEC.SOFTWARE RENEWAL	14,015.50
35825	AUDRA JOHNSON	EVENT FACE PAINTERS	250.00
00008317	DBS TEXAS	25-162 SHIRTS	544.86
00040501	DEALERS ELECTRICAL SUPPLY	POLICE CAMERAS	5,058.75
00003537	DELL MARKETING LP	25-179 MONITOR	205.62
9372	DEPT OF PUBLIC SAFETY AGENCY 405	BACKGROUND CHECKS	8.00
B2400867	DIAZ, ASNIER URELLY	COURT BOND REFUND	400.00
00050420	EADY INC	TOWING CHARGES	2,090.00
42401	ECO-PAN INC	CONCRETE ROLL OFF	543.04
24483	EDMINSTER HINSHAW RUSS & ASSOCIATES	24-152 TO 11/30/25 #8	71,616.00
22918	ENTECH CIVIL ENGINEERS, INC	24-264 TO 12/26/25#11	13,100.00
9160	ENTERPRISE RENT-A-CAR	20-096 RENTAL EXPENSE	3,115.31
40692	FAIRMONT PET HOSPITAL	25-035 SPAYS/NEUTERS	5,144.49
B2500490	FARIAS, DEZARAE MARIA	COURT BOND REFUND	7.50
B2500491	FARIAS, DEZARAE MARIA	COURT BOND REFUND	12.50
00060570	FASTENAL COMPANY	WAREHOUSE INVENTORY	10,102.50
8916	FIRETRON, INC.	25-072 TEST/INSTALL	462.75

00001443	FLUID METER SALES & SERVICE INC	TESTING WATER METERS	150.00
40356	FRIENDSWOOD FRAME & INTERIORS LLC	RETIREMENT SHADOW BOXES	1,327.60
46181	G & R BUILDERS	PERMIT FEE REFUND	62.39
9210	GDI TIMS	VEHICLE INSPECTIONS	11.22
41439	GENSERVE LLC	GENERATOR MAINTENANCE	1,855.00
45029	GLOBAL TEL*LINK CORPORATION	PHONE SERVICES-DEC	1,000.00
46029	NATALIE GONZALEZ	RENTAL DEPOSIT REFUND	100.00
31646	IMPACT PROMOTIONAL SERVICES DBA	25-214 PD UNIFORMS	14,365.66
00070852	GRISWOLD MOWING & LANDSCAPING	WEED MOWING	1,788.00
43881	GULF COAST GFOA	MEMBERSHIP-R CHAMBERS	20.00
00080108	HAHN EQUIPMENT CO, INC	PUMP REPAIR	13,558.39
00004636	HARRIS COUNTY TREASURER	WARRANT LOCATION	4,037.17
36576	HELFMAN FORD, INC	25-034 REPAIR PARTS	1,007.48
00050524	HUBERT E WALTON	FIBER CABLE REPLACE	852.64
40794	HILL COUNTRY DOG CENTER LLC	CANINE TRAINING	15,600.00
46200	JACKIE HILL-HORN	ATHLETICS REFUND	50.00
42807	HOLT TRUCK CENTERS OF TEXAS, LLC	REPAIR PARTS	6,095.13
00005133	HEARST NEWSPAPERS LLC	PUBLICATION	304.60
00002146	HOUSTON FREIGHTLINER -WESTERN STAR	TRUCK REPAIRS	2,584.41
00191601	HR GREEN INC	24-164 TO 11/28/25#14	150,122.09
10943	IDEXX LABORATORIES	LAB TESTING SUPPLIES	3,430.50
10743	IS SERVICE	REPLACEMENT PARTS	373.98
10360	IWS GAS AND SUPPLY OF TEXAS	WELDING EQUIPMENT	150.09
19861	JENNY PIRELA	17-059 VET SVCS-DEC	500.00
16902	JERSON'S CONCRETE	25-103 CONCRETE	6,778.00
00003243	K & K TRACTOR SERVICE	25-057 DEMOLITION	6,802.00
9457	KIMBALL MIDWEST	REPAIR PARTS	329.06
39649	KING RANCH AG & TURF	REPLACEMENT PARTS	627.02
23520	LC PERSONNEL INC DBA LABOR FINDERS	PERSONNEL SERVICES	2,115.83
22952	LAKE COUNTRY CHEVROLET, INC	VEHICLE	28,616.00
00030475	LARRY CERNOSEK ENTERPRISES INC	TOWING CHARGES	2,090.00
00002677	LIBERTY EQUIPMENT SALES INC	FUEL PUMP REPAIRS	460.00
13938	LINCOLN AQUATICS	PUMP PARTS	1,813.17
33339	LINDE GAS & EQUIPMENT INC	CYLINDER RENTAL	191.73
00006359	LJA ENGINEERING INC	25-208 M54 COMPLIANCE	64,204.22
00005051	LOWE'S	MISC SUPPLIES	156.65
00001090	MARTIN ASPHALT	55-1 TACK OIL	1,620.00
46171	BELINDA MATA	RENTAL DEPOSIT REFUND	100.00
15591	JON MATHEWS	CIVIL SVC STIPEND-JAN	150.00
42635	MBCO ENGINEERING, LLC	25-030 TO 12/31/25 #6	11,076.00
27992	BLAIR MCCLURE	CIVIL SVC STIPEND-JAN	150.00
00001304	MCCOYS BUILDING SUPPLY CENTER	MAINTENANCE MATERIALS	579.10
00001203	MEADOR STAFFING	PERSONNEL SERVICES	2,044.35
43625	MES SERVICE COMPANY, LLC	25-169 PREV MAINT	5,981.60
14568	MIDWEST HOSE & SPECIALTY, INC.	HOSES & FITTINGS	14.13
37841	MIDWEST VETERINARY SUPPLY, INC	25-170 ANIMAL MEDS	2,734.09
00200913	MONUMENT CHEVROLET	25-034 REPAIR PARTS	7,920.57
46170	MARIA MORENO	RENTAL DEPOSIT REFUND	150.00
00000892	MOWERS INC	LAWN EQUIPMENT MAINT	2,047.38
25101	NATIONAL BUSINESS FURNITURE, LLC	OFFICE FURNITURE-DEP	20,055.00
14875	NATIONWIDE TRAILERS LLC	SPARTAN TRAILER	6,291.00
9973	NORTHSTAR INDUSTRIES	PUMP REPAIR/LABOR	34,399.30
42811	NOURYON	SEC DEPOSIT REF 06723	362.50
00002370	NOVUS WOOD GROUP	PLAYGRND WOOD CHIPS	1,700.00
34955	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	11,233.07
18870	OPTUM	BANK OF HOURS-JAN-26	114.59
28171	INTERAMERICAN MOTOR, LLC DBA	25-214 UNIFORMS	3,128.08
11209	PASADENA HOME CENTER	MISC REPAIR PARTS	171.69
37291	PASADENA POLICE DEPARTMENT #13414	CIP SOURCE 25-CI-09	6,300.00
00160301	PASADENA TRAILER & TRUCK ACCESSORY	REPAIR PARTS	141.67
10592	PATTERSON VETERINARY SUPPLY INC	CLEANING CHEMICALS	1,953.41
31539	PAYMENTUS GROUP, INC	BANK CHARGES-DEC	32.85
B2500575	PEEVY, JASMINE CQUEZ-LAQUAKTA	COURT BOND REFUND	81.50
B2500576	PEEVY, JASMINE CQUEZ-LAQUAKTA	COURT BOND REFUND	12.50
00160822	PHILLIPS TOWING & RECOVERY	TOWING CHARGES	2,470.00
00161887	PITNEY BOWES	22-022 EQUIP LEASE	1,545.30
00161520	POTEET WRECKER SERVICE	TOWING CHARGES	1,796.00
B2500603	RABB, JOHNNIE SALAAM II	COURT BOND REFUND	300.00
39931	RETIREE FIRST LLC	INSURANCE PREMIUM-FEB	60,825.00
00006319	RICK'S LONE STAR MUFFLER	CONVERTER REPAIRS	1,631.81
29797	RINGLEY, GREGORY	LICENSE RENEWAL	95.00
41767	RISING STAR RECRUITING	PERSONNEL SERVICES	14,743.30
44939	LESTER RORICK	CIVIL SVC STIPEND-JAN	150.00
00007383	RICHARD H ROWLAND JR	TRACTOR MOW	1,150.00
39772	RUGBY ARCHITECTURAL BUILDING	STORAGE BUILDING	836.34
19427	S&S INVESTIGATIONS AND SECURITY, IN	25-025 SEC OFFICERS	5,545.31
00190732	SAM'S CLUB	CONCESSION ITEMS	769.43
9814	SHADES OF TEXAS	REPLACEMENT PLANTS	252.50
00003135	SHI GOVERNMENT SOLUTIONS, INC.	VMWARE RENEWAL	139,436.76
11135	SILSBEE FORD	VEHICLES	121,644.12
00190135	SIRCHIE FINGER PRINT LABORATORIES	CRIME SCENE SUPPLIES	372.61
24263	SITEONE LANDSCAPE SUPPLY	IRRIGATION PARTS	219.92
00002669	SOUTH HOUSTON HYDRAULIC EQUIPMENT	REPAIR PARTS	19.80
8992	SOUTHWEST SOLUTIONS GROUP	24-083 POLICE ANNEX	156,027.50
18407	SP STARTEX TRUCK & FABRICATION, LLC	VEHICLE PARTS	350.00
41162	SPAY-NEUTER ASSISTANCE PROGRAM INC	25-035 SPAYS/NEUTERS	3,081.00
00002121	STATE CHEMICAL MANUFACTURING CO	CHEMICALS	1,662.56

00003869	STATE INDUSTRIAL PRODUCTS	FRAGRANCE CUBES-JAN	211.10
42900	TARTAN OIL LLC	FUEL	31,076.26
41231	TASK CONNECTED SOLUTIONS	WEED MOWING	3,150.00
34067	TAYLOR MADE GOLF COMPANY	GOLF MERCHANDISE	671.61
00006767	TCEQ	STORMWATER PERMITS	400.00
00007950	TEXAS ABSTRACT SERVICES	TITLE SEARCHES	400.00
00003941	RONALD C EDWARDS	PEST CONTROL	2,595.00
9476	TEXAS CITY MANAGEMENT ASSOCIATION	MEMBERSHIP RENEWAL	406.42
00200077	TEXAS DEPARTMENT OF PUBLIC SAFETY	CVSA DECALS 1ST QTR	576.00
32894	TEXAS MATERIALS GROUP, INC DBA	24-24S ASPHALT	12,239.86
46074	THE AIP BIPOC NETWORK	PRESENTER -03/04/26	100.00
46050	THOMAS SCIENTIFIC HOLDINGS	SUPPLIES	890.57
00004859	TIME MART	TIME CLOCK REPAIR	130.00
00201873	TRANTEX	ASPHALT BAGS	1,880.00
14819	TYLER TECHNOLOGIES, INC.	EPL MOBILE LICENSES	14,040.00
10646	UNIFIRST	WEEKLY UNIFORM RENTAL/SER	869.93
28223	UTILITY ASSOCIATES, INC	EQUIPMENT	1,300.50
32549	BIANCA VALERIO	SUPPLIES REIMBURSEMENT	213.28
45522	VALSOFT IRELAND LIMITED DBA	CHQ SUBSCRIPTION FEE	16,159.50
9729	PAT VAN HOUTE	MILEAGE REIMBURSEMENT	114.10
00007176	VERIZON WIRELESS	AIRCARD	2,629.91
00007176	VERIZON WIRELESS	AIRCARD	523.87
00007176	VERIZON WIRELESS	AIRCARD	265.93
00007176	VERIZON WIRELESS	AIRCARD	455.88
00007176	VERIZON WIRELESS	AIRCARD	189.95
00007176	VERIZON WIRELESS	AIRCARD	1,633.57
00007176	VERIZON WIRELESS	AIRCARD	189.95
00007176	VERIZON WIRELESS	AIRCARD	531.86
00007176	VERIZON WIRELESS	AIRCARD	792.78
00007176	VERIZON WIRELESS	AIRCARD	766.81
00007176	VERIZON WIRELESS	AIRCARD	873.77
00007176	VERIZON WIRELESS	AIRCARD	379.90
00007176	VERIZON WIRELESS	AIRCARD	455.88
00007176	VERIZON WIRELESS	AIRCARD	607.84
00007176	VERIZON WIRELESS	AIRCARD	151.96
00007176	VERIZON WIRELESS	AIRCARD	531.86
00007176	VERIZON WIRELESS	AIRCARD	179.95
00007176	VERIZON WIRELESS	AIRCARD	1,691.66
34909	VISTA COM	UPGRADE-LICENSE FEE	9,995.00
10923	VOIANCE LANGUAGE SERVICES, LLC	13-103 LANG SVC-DEC	613.60
00002071	WASTE MANAGEMENT	SERVICES	427.81
00002071	WASTE MANAGEMENT	SERVICES	130.83
00002071	WASTE MANAGEMENT	SERVICES	143.09
00002071	WASTE MANAGEMENT	SERVICES	131.67
00002071	WASTE MANAGEMENT	SERVICES	590.74
00002071	WASTE MANAGEMENT	SERVICES	129.17
00002071	WASTE MANAGEMENT	SERVICES	129.17
00002071	WASTE MANAGEMENT	SERVICES	191.98
00002071	WASTE MANAGEMENT	SERVICES	142.38
00002071	WASTE MANAGEMENT	SERVICES	482.11
00002071	WASTE MANAGEMENT	SERVICES	619.18
00002071	WASTE MANAGEMENT	SERVICES	58.90
00006146	WASTE MANAGEMENT	SERVICES	2,422.12
10064	WATERWAY CLEANUP SERVICES	INSPECTIONS/MAINT-DEC/JAN	1,850.00
23961	WEST SANITATION SERVICES, INC	AIR FRESHENER	184.00
26905	XEROX FINANCIAL SERVICES	EQUIPMENT LEASE & COLOR METER	26,814.59
SUBTOTAL - TO BE MAILED FOLLOWING THE COUNCIL MEETING 2.3.26			3,383,301.56
PER CHECK REGISTER CK# XX4852 - XX5163			\$ 3,440,161.66

ITEM ONE
PERSONNEL REQUESTS

February 3, 2026

A. REGULAR EMPLOYEES

1. RECOMMENDED EMPLOYMENT *

Zachary Cordova Jr.	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.25/hr., effective 2/4/26
Lucia Esquivel	Custodian I, Janitorial, 20420-1620-7, \$1,160.00 b/w, effective 2/4/26
Ezri Gonzalez	Animal Care Technician II, Animal Rescue & Assistance, 16200-1095-9, \$1,160.00 b/w, effective 2/4/26
Giselle Hernandez	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$13.13/hr., effective 2/4/26
Sabrina Mena	PT Recreation Center Pooled Position, 15230-2851-1, \$11.00/hr., effective 2/4/26
Ruby Partida	PT Aquatics Pooled Position, Aquatics, 15220-2840-1, \$19.00/hr., effective 2/4/26

2. NOTICE OF SUSPENSIONS

3. NOTICE OF RESIGNATIONS

Emilio Pena	Utility Worker I, Wastewater Collection, effective 1/23/26
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4. NOTICE OF RETIREMENTS

Saul Botello	Utility Maintenance Technician III, Wastewater Rehabilitation, effective 1/14/26
Gayle Hall	Senior Office Assistant, Permits/Inspections, effective 1/23/26
Robert Ross	Landscaper II, Landscaping, effective 1/12/26
Kenneth W. Urban	Police Sergeant, Police, effective 1/23/26

5. NOTICE OF DEATHS

B. FINANCE DEPARTMENT

1. RECOMMENDED EMPLOYMENT *

2. REINSTATEMENTS *

3. NOTICE OF SUSPENSIONS

4. NOTICE OF RESIGNATIONS
5. NOTICE OF RETIREMENTS
6. NOTICE OF DEATHS
7. ADMINISTRATIVE CHANGES IN FINANCE PERSONNEL

C. ADMINISTRATIVE CHANGES IN PERSONNEL *

Delete position 15500-2930-1, PT Therapeutic Aide, N05, and
Create position 15500-2741-3, PT Recreation Attendant, N05, effective 2/16/26

D. INTRODUCTION OF NEW EMPLOYEES

* Require Approval of Council

**PRE-COUNCIL MEETING
CITY OF PASADENA**

January 20, 2026 – 5:30 p.m.

MINUTES

CALL TO ORDER

Mayor Schoenbein called the Pre-Council Meeting to order. Proceeded to go over the agenda.

15) PERSONNEL CHANGES:

Item (B) – Mayor Schoenbein asked Mayor Pro Tem Van Houte to call for the motions for this item.

19) – (A)-(1) FINAL READINGS:

Ordinances 2026-005 & 2026-006 – Mayor Schoenbein noted there would need to be amendments made to these items.

19) – (A)-(2) FIRST READINGS:

Item (C) – Mayor Schoenbein advised that this item would be deferred.

19) – (B) RESOLUTIONS:

Item (C) – Mayor Schoenbein advised that this item would be deferred. A short question/answer session followed between Councilmember Valerio and Mayor Schoenbein regarding the reason the item was being deferred.

ADJOURNMENT

5:40 p.m. – Mayor Schoenbein adjourned the Pre-Council Meeting.

**RECORD OF PROCEEDINGS
CITY OF PASADENA**

January 20, 2026 – 6:00 p.m.

CALL TO ORDER

The regular Council Meeting of the City of Pasadena, Harris County, Texas, was called to order by Mayor Schoenbein.

ROLL CALL

COUNCIL PRESENT:
Mayor Thomas Schoenbein

CARLOS HEREDIA SR. - District A
BIANCA VALERIO - District B
EMMANUEL GUERRERO - District C
PAT VAN HOUTE - District D

JONATHAN ESTRADA - District E
DOLAN DOW - District F
JOHNNY FUSILIER JR. - District G
AARON E. STYRON - District H

Also present at the Council table was Amanda Mueller, City Secretary

INVOCATION – Pastor Martha Santos - Restoration Church

PLEDGES OF ALLEGIANCE – Councilmember Jonathan Estrada

COMMUNITY INTEREST COMMENTS IN ACCORDANCE WITH CHAPTER 551.0415 OF THE GOVERNMENT CODE

Councilmember Estrada – Wished everyone a good evening. Reminded everyone of the upcoming cold front and to check up on the ones that are most vulnerable.

Councilmember Dow – Commented that it was good to see everyone at the meeting. Urged everyone to protect their homes, pets, and plants during the cold weather.

Councilmember Fusilier Jr. – Welcomed everyone to the meeting. Noted that the grand opening of Fire Station 7 will be held on January 27th. Invited everyone to attend. Commented that he was thankful for the Fire Department and the amazing work they do to serve the citizens of Pasadena.

Councilmember Styron – Thanked everyone for coming to the meeting. Urged everyone to stay warm and healthy.

Councilmember Heredia Sr. – Welcomed everyone. Reminded everyone about the upcoming bad weather. Noted that the East Harris County Activity Center would be used as a warming center. Gave an update on law enforcement response in District A.

Councilmember Valerio – Passed, no comment.

Councilmember Guerrero – Wished everyone a good evening. Urged everyone to be safe over the weekend. Announced that the city auction will be held on January 24th at 3124 Red Bluff Rd.

Councilmember Van Houte – Announced that the Chamber of Commerce will be hosting a candidate forum for Congressional District 9 on January 27th from 5:00 – 9:00 p.m. at the Texas Chiropractic College, 5912 Spencer Hwy. Noted the Primary Election will be March 3rd; the last day to register to vote or do an address change is February 2nd. Also noted that Mayor Schoenbein's first State of the City will be held on February 19th from 11:00 a.m. – 1:00 p.m.

CITIZENS WISHING TO ADDRESS COUNCIL

****NOTE**** At this time, Mayor Schoenbein reminded citizens who signed up to speak that they need to address the council as a whole, not the audience, and to respect one another.

The following citizens addressed the council:

Rene Gonzalez
Cristina Womack, Chamber of Commerce
Stephen Alvarez
Eric Sanchez
Robert Jeter III

DOCKETED CITY COUNCIL HEARINGS

PRESENTATION OF PROCLAMATIONS, AWARDS, AND COMMUNITY EVENTS

PROPOSALS FOR CITY BUSINESS

PRESENTATION OF MINUTES – January 6, 2026 – 10:00 a.m.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that the Minutes from the January 6, 2026, Council Meeting be APPROVED.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

“Nays” – Councilmember Valerio

PRESENTATION OF MINUTES OF SPECIAL MEETING

CONTRACT CHANGE ORDERS

PROGRESS PAYMENTS

- (A) Contractor: Christensen Building Group
Estimate No. Twenty-Three (23)
Amount: \$154,551.47
Project: Pasadena Police Annex Building
Project No.: P010
Ordinance No.: 2023-247

- (B) Contractor: D & W Contractors, Inc.
Estimate No.: Seven (7)
Amount: \$193,675.74
Project: 2025 Asphalt Overlay Program
Project No.: S191
Ordinance No.: 2025-111

- (C)** Contractor: D & W Contractors, Inc.
Estimate No.: Eleven (11)
Amount: \$176,942.54
Project: 2025 Annual Paving & Drainage Improvements
Project No.: S142
Ordinance No.: 2025-003
- (D)** Contractor: D & W Contractors, Inc.
Estimate No.: Eleven (11)
Amount: \$16,991.70
Project: 2025 Annual Paving & Drainage Improvements
Project No.: D063
Ordinance No.: 2025-003
- (E)** Contractor: JTR Construction, Inc.
Estimate No.: One (1)
Amount: \$328,343.75
Project: Vince Bayou WWTP Bar Screen Improvement
Project No.: WW086
Ordinance No.: 2024-272
- (F)** Contractor: Purcell Construction
Estimate No.: Eleven (11)
Amount: \$662,122.45
Project: Demolition & Reconstruction of Fire Station No. 6
Project No.: F011
Ordinance No.: 2024-112
- (G)** Contractor: T Construction, LLC
Estimate No.: Eight (8)
Amount: \$150,127.17
Project: 2025 Citywide Waterline Replacement
Project No.: W074
Ordinance No.: 2025-014
- (H)** Contractor: T Construction, LLC
Estimate No.: Nine (9)
Amount: \$87,149.20
Project: 2025 Citywide Waterline Replacement
Project No.: W074
Ordinance No.: 2025-014
- (I)** Contractor: Way-Tech, Inc.
Estimate No.: Seventeen (17)
Amount: \$239,443.46
Project: Construction of Fire Station No. 7
Project No.: F014
Ordinance No.: 2024-113

Councilmember Guerrero moved, seconded by Councilmember Styron, that Progress Payments (A), (B), (C), (D), (E), (F), (G), (H), and (I) be APPROVED.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

FINANCE RESOLUTION NO. 2942 MISC. CLAIMS & INVOICES

Councilmember Estrada moved, seconded by Councilmember Guerrero, that Finance Resolution 2942 be APPROVED.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

"Abstain" - Councilmember Heredia Sr. abstained from voting on any item on the Finance Resolution having to do with "LJA Engineering" pursuant to Texas Local Government Code, Section 174.004.

PERSONNEL CHANGES

- (A) REGULAR EMPLOYEES
- (B) FINANCE DEPARTMENT EMPLOYEES
- (C) ADMINISTRATION CHANGES IN PERSONNEL
- (D) INTRODUCTION OF NEW CITY EMPLOYEES

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Personnel Changes (A) be APPROVED.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

****NOTE**** At this time, Mayor Schoenbein stated he would be abstaining from the vote for Personnel Changes (B). Asked Mayor Pro Tem Van Houte to continue.

Mayor Pro Tem Van Houte - Thanked Mayor Schoenbein and called for motions on Personnel Changes (B).

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Personnel Changes (B) be APPROVED.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Estrada, Dow, Fusilier Jr., Styron, and Mayor Pro Tem Van Houte

“Nays” – Councilmember Valerio

CITY BOARDS AND COMMISSIONS REPORTS

RREPORTS OF COMMITTEES

MAYOR’S REPORT

ORDINANCES

FINAL READINGS

ORDINANCE 2026-001 - An Ordinance authorizing and approving a contract with Santos Hernandez for Karate Lessons to be provided through the Parks and Recreation Department.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-001 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

“Nays” – Councilmember Valerio

ORDINANCE 2026-002 - An Ordinance amending the Code of Ordinances of the City of Pasadena, Texas, at Chapter 3 – Alcoholic Beverages, by amending Section 3-4 – License Issuance Prohibited in Certain Areas; providing a repealing clause; providing a saving clause and providing a severability clause.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-002 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

“Nays” – Councilmember Valerio

ORDINANCE 2026-003 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and Experts Underground Solutions, LLC for the 2026 Citywide Waterline Replacement Project (CIP #W078) for a total appropriation of \$1,355,560.20 from the System CIP Fund Balance Account.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-003 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

“Nays” – Councilmember Valerio

ORDINANCE 2026-004 - An Ordinance authorizing and approving an interlocal agreement between the City of Pasadena, Texas, and Armand Bayou Nature Center (ABNC) to pursue conservation efforts for the 175 acres of land at the intersection of Big Island Slough and Armand Bayou.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-004 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

“Nays” – Councilmember Valerio

ORDINANCE 2026-005 - An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance 2025-053 and appropriating \$300,000.00 for the Red Bluff Terrace PH II Improvements Project (CIP #S249) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

Councilmember Fusilier Jr., moved, seconded by Councilmember Guerrero, that Ordinance 2026-005 be passed on second and final reading.

Councilmember Heredia Sr., moved, seconded by Councilmember Guerrero, that Ordinance 2026-005 be AMENDED as follows:

“Replace page titled Attachment I, Work Authorization for Red Bluff Terrace Phase II, with the updated Attachment I reflecting the correct fee schedule. Total fee remains \$300,000.00.”

MOTION TO AMEND CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORIGINAL MOTION, AS AMENDED, CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-006 - An Ordinance approving Work Authorization for Public Management, Inc. to provide post-funding administration services as described under Ordinance 2025-053 and appropriating \$345,000.00 for the Red Bluff Terrace PH I Improvements Project (CIP #S248) from the Community Development Block Grant - Disaster Recovery Reallocation Program (CDBG-DRRP) Account.

Councilmember Styron moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-006 be passed on second and final reading.

Councilmember Estrada moved, seconded by Councilmember Dow, that Ordinance 2026-006 be AMENDED as follows:

"Replace page titled Attachment I, Work Authorization for Red Bluff Terrace Phase I, with the updated Attachment I reflecting the correct fee schedule. Total fee remains \$345,000.00."

MOTION TO AMEND CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORIGINAL MOTION, AS AMENDED, CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron, and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-007 - An Ordinance authorizing and approving a 12-month contract between the City of Pasadena, Texas, and Pumps of Houston, Inc. for purchase and repair of Grundfos and Myers pumping equipment.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-007 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-008 - An Ordinance authorizing and approving a 12-month supply contract by and between the City of Pasadena, Texas, and Brodart Co. using TXSmartBuy contract #715-M2 to enable the Library to purchase materials for their continuing collection development on an "as needed" basis and for ancillary services.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-008 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-009 - An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas, and T Construction, Inc. for the 2026 Citywide Sanitary Sewer Rehabilitation Project (CIP #WW082) for a total appropriation of \$1,448,028.75 from the System CIP Fund Balance Account.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-009 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-010 - An Ordinance authorizing and approving the acquisition of property at 2815 Lilac Street for the Little Vince/Armand Bayou Separation Project (CIP #D054) and any related closing costs in a not to exceed amount of \$1,382,193.00 from the Community Development Block Grant – Mitigation (CDBG- MIT) Account.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-010 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

"Ayes" – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron and Mayor Schoenbein

"Nays" – Councilmember Valerio

ORDINANCE 2026-011 - An Ordinance authorizing and approving a contract between the City of Pasadena, Texas, and Texas Materials Group, Inc. for the purchase by the City of Pasadena of flexible base materials for a period of one year.

Councilmember Dow moved, seconded by Councilmember Estrada, that Ordinance 2026-011 be passed on second and final reading.

MOTION CARRIED AS FOLLOWS:

“Ayes” – Councilmembers Heredia Sr., Guerrero, Van Houte, Estrada, Dow, Fusilier Jr., Styron and Mayor Schoenbein

“Nays” – Councilmember Valerio

FIRST READINGS

ORDINANCE 2026-012 - An Ordinance amending Ordinance 2024-159, which adopted the Annual Budget for the Fiscal Year 2025, for the City of Pasadena, Texas.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-012 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-013 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JTR Constructors, Inc. for the Vince Bayou WWTP Sludge Dewatering Systems Improvements Project (CIP #WW098) for a total appropriation of \$3,985,380.00 to be funded from the Harvey CDBG-DRRP Account 098-33180 and the System Fund Account 390WW098-7998.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-013 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

(C) An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and M.K. Painting, Inc. for the Rodeo Grounds Water System - Est Rehab Project (CIP #W094) for a total appropriation of \$1,964,476.50 to be funded from the System Fund Balance Account 390-33180.

****Note**** By common consent of Mayor Schoenbein and all members of Council present and voting, First Readings (C) was DEFERRED.

ORDINANCE 2026-014 - An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas, and JC Stonewall Constructors, LP for the Animal Shelter Generator Project (CIP #M062) for a total appropriation of \$414,575.00 from the General CIP Fund Balance Account.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-014 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-015 - An Ordinance accepting, approving, and adopting the valuation and assessment of Industrial District properties lying within the extraterritorial jurisdiction of the City of Pasadena for the 2025 tax year; and, based upon the provisions of the contract agreements, distributing the applicable funds in the appropriate general fund accounts of the City; providing for a repealing clause; and containing a severability clause.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-015 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-016 - An Ordinance authorizing and approving the acquisition of property at 2815 Lilac Street for the Little Vince/Armand Bayou Separation Project (CIP #D054) and any related closing costs in a not to exceed amount of \$345,557.00 from the Community Development Block Grant – Mitigation (CDBG- MIT) Account.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-016 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-017 - An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single-family home located at 3721 Washington St., Pasadena, Texas, 77503, for a total appropriation of \$253,983.40.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-017 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-018 - An Ordinance authorizing a contract with DSW Homes, LLC for the demolition and reconstruction of a single-family home located at 911 Leonard St., Pasadena, Texas, 77506, for a total appropriation of \$241,306.55.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-018 be passed on first reading only. MOTION CARRIED, UNANIMOUS.

ORDINANCE 2026-019 - An Ordinance authorizing and approving an agreement between the City of Pasadena, Texas, and Edminster, Hinshaw, Russ & Associates, Inc. (EHRA) for inspection services of various projects for a total appropriation of \$750,000.00 from the System Fund Other Charges Contingency Account and the General CIP Fund Balance Account.

Councilmember Guerrero moved, seconded by Councilmember Fusilier Jr., that Ordinance 2026-019 be passed on first reading only.

Councilmember Heredia Sr. – Noted that he and Mayor Pro Tem Van Houte discussed this item with Robin Green, Public Works Director, and have been assured that these projects will be completed within the specified time referenced.

MOTION CARRIED, UNANIMOUS.

EMERGENCY READINGS

ISSUANCE OF OBLIGATIONS

RESOLUTIONS

RESOLUTION 2026-011 – A Resolution accepting a donation of \$10,000.00 from Chevron Products Company to be allotted to Volunteer Pasadena for Food Drive 2025.

Councilmember Guerrero moved, seconded by Councilmember Styron, that Resolution 2026-011 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2026-012 – A Resolution accepting a donation of \$2,500.00 from Occidental Chemical Corporation (OxyChem) for use by Volunteer Pasadena in connection with Food Drive 2025.

Councilmember Guerrero moved, seconded by Councilmember Styron, that Resolution 2026-012 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

(C) A Resolution authorizing the Chief of Police, on behalf of the Pasadena Police Department, to enter into a Memorandum of Understanding (MOU) with GBGC, LLC d/b/a Gulf Coast GunBusters, "GunBusters", a firearm destruction agency, for the purposes of destroying abandoned, unclaimed, forfeited, prohibited weapons, and firearms to be destroyed by court order.

****Note**** By common consent of Mayor Schoenbein and all members of Council present and voting, Resolution (C) was DEFERRED.

RESOLUTION 2026-013 – A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Criminal Justice Division, General Victim Assistance Grant Program, FY2027, in the amount of \$81,340.98.

Councilmember Guerrero moved, seconded by Councilmember Styron, that Resolution 2026-013 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

RESOLUTION 2026-014 – A Resolution requesting approval for the Pasadena Police Department to apply for the Office of the Governor, Criminal Justice Grant Program FY2027, in the amount of \$100,000.00.

Councilmember Guerrero moved, seconded by Councilmember Styron, that Resolution 2026-014 be passed, approved, and adopted. MOTION CARRIED, UNANIMOUS.

OTHER BUSINESS

EXECUTIVE SESSION

ADJOURNMENT BY THE PRESIDING OFFICER

Mayor Schoenbein – Thanked everyone for attending the meeting. Agreed with other Councilmembers' comments regarding the weather, urging everyone to take care of their children, pets, and pipes. Stated he would like to send out thoughts and prayers to the Stanley family for the loss of former Councilmember LeRoy Stanley. Commented Mr. Stanley was a great community leader and will be missed by many.

Without objection, Mayor Schoenbein adjourned the meeting at 6:32 p.m.



Amanda F. Mueller, City Secretary

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

21 NO: 2026-

CAPTION: For the purchase of Dell Hybrid Workload, 3 year Pro Support, and implementation from Insight Public Sector.

RECOMMENDATIONS & JUSTIFICATION: The Hybrid Workload solution will replace aging data center infrastructure (servers, switches, storage devices). This system is a one-stop solution for compute, storage and networking and making it easy to do security patches without downtime.

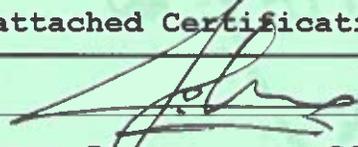
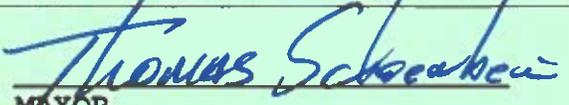
The system on this quote is part of the State of Texas Department of Information Resources contract DIR-CPO-5792, which is competitively bid and awarded according to State laws.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:
See attached Certification

		COUNCIL ACTION	
 Johnson Joy DATE: 1/5/2026 REQUESTING PARTY (TYPED)		FIRST READING:	FINAL READING:
BUDGET DEPARTMENT		MOTION	MOTION
 PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
 CITY ATTORNEY		DATE	DATE
 MAYOR		DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/5/2026

AMOUNT: \$250,000.00

DEPARTMENT NO: 20115

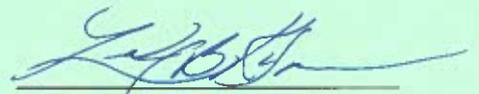
ACCOUNT NO. 7921

TASK NO.

CIP NO.

PROJECT DESCRIPTION: For the purchase of Dell Hybrid Workload solution, 3 year pro
support, and implementation from Insight Public Sector.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskineemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving the purchase of Dell Hybrid Workload, Three (3) year Pro Support, and implementation from Insight Public Sector, Inc. utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, which was competitively bid and awarded according to State law; and appropriating the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00).

WHEREAS, the Hybrid Workload solution will replace aging data center infrastructure (servers, switches and storage devices);

WHEREAS, this system is a one-stop solution for compute, storage and networking and making it easier to do security patches without downtime; and

WHEREAS, the City Controller has certified to the City Council that there is available for appropriation in the hereinafter mentioned Fund a sum sufficient for the purpose herebelow stated; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the purchase of Dell Hybrid Workload, Three (3) year Pro Support, and implementation from Insight Public Sector, Inc. utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5792, which was competitively bid and awarded according to State law, more fully described on the attached Exhibit "A".

SECTION 2. The City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City has been duly
IT-DIR-CPO-5792..DellHybridWorkload_Purchase.Insight26

certified for availability of payment and there is hereby appropriated the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) out of Account No. 20115-7921 for payment to Insight Public Sector, Inc. for the purchase of Dell Hybrid Workload, Three (3) year Pro Support, and implementation; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 3. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been

open to the public as required by law at all times during which
IT-DIR-CPO-5792..DellHybridWorkload_Purchase.Insight26

this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Insight Public Sector, Inc. (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Insight Public Sector, Inc. will supply and deliver technology equipment to be back up for any network outages that may occur including the Dell Hybrid Workload, 3 year Pro Support and implementation, as described in the attached Exhibit "1".

II.

The parties agree that the terms of the contract between Insight Public Sector, Inc. and the State of Texas, acting by and through the Department of Information Resources (DIR Contract No. DIR-CPO-5792) will be applicable to this project, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

EXHIBIT "A"

III.

The City will pay the total amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) to Insight Public Sector, Inc. for Dell Hybrid Workload, Three (3) year Pro Support, and implementation, as described at Exhibit "1".

IV.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

ATTEST:

INSIGHT PUBLIC SECTOR, INC.

SECRETARY

THE STATE OF ARIZONA §

COUNTY OF MARICOPA §

This instrument was acknowledged before me on the ___ day
of _____, 2026 by _____, the
_____ of INSIGHT PUBLIC SECTOR, INC., a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

Account name: 10655466

COMPANY
 CITY OF PASADENA
 PO BOX 672
 PASADENA TX 77501-0672

SHIP-TO

COMPANY
 CITY OF PASADENA
 1149 ELLSWORTH DR
 PASADENA TX 77506-4858

Quotation	
Quotation Number	: 0228959363
Document Date	: 10-NOV-2025
PO Number	:
PO Release	:
Sales Rep	: George Marshall
Email	: GEORGE.MARSHALL@INSIGHT.COM
Phone	:
Sales Rep 2	: Joe Pasipanki
Email	: JOSEPH.PASIPANKI@INSIGHT.COM
Phone	: +12036592447

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/3 day
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
3000196030227	HYBRID WORKLOADS PREMIUM - [AMER_HYBPRM_15219] DELL AGENT - STATE OF TEXAS DIR PRODUCT AND RELATED SERVICES(# DIR-CPO-5792)	1	250,000.00	250,000.00
			Services Subtotal	250,000.00
			TAX	0.00
			Total	250,000.00

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

George Marshall

GEORGE.MARSHALL@INSIGHT.COM

Joe Pasipanki
 +12036592447

JOSEPH.PASIPANKI@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

City of Pasadena - PPBS 2026 Renewal - 1224 Credits 24 months of credits with 36 months of support

Solution Name: ABS Hybrid Workloads

Hybrid Workloads Premium - [AMER_HYBPRM_15219]

Description	SKU	Quantity
PowerProtect Backup Service for Hybrid Workloads	210-BBES	1
3 Years ProSupport PowerProtect Backup Svc PREM Sub Sftwr Spt-Cntrct	854-5509	1
3 Years ProSupport PPBS ADV Ransomware Protection and Recovery Sub Sftwr Spt-Contract	895-6173	1
On-Site Installation Declined	900-9997	1
Storage Software Info	626-BBBG	1
PowerProtect Backup Service for Hybrid Workloads Premium Tier 2 3YR SU=CA	141-BFSB	51
3 Years ProSupport PowerProtect Backup Svc PREM T2 Sub Sftwr Spt	854-5478	51
PowerProtect Backup Service Hybrid Workloads Adv Ransomware Protection and Recovery Tier 2 3YR SU=MC	141-BPFB	51
3 Years ProSupport PPBS ADV Ransomware Protection and Recovery T2 Sub Sftwr Spt	895-6165	51

December 22, 2025

To whom it may concern:

Insight Public Sector, Inc. is a publicly traded company and exempt from the requirement of a 1295 form. Interested party status is already public knowledge and can be obtained elsewhere. See https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q1.

Erica Falchetti

Erica Falchetti

Director, Public Sector

Dell PowerProtect Backup Services

Cyber resilience for SaaS apps, endpoints, hybrid and cloud-native workloads

Secure, scalable platform

- 100% SaaS, no infrastructure to manage
- Configure in minutes
- On-demand scalability
- Global client-side deduplication
- 24/7/365 Managed Data Detection and Response
- Accelerated Ransomware Recovery

Workloads supported

- SaaS applications including Microsoft 365, Google Workspace and Salesforce
- End user devices including desktops and laptops
- Hybrid workloads including NAS, Microsoft SQL, Oracle, Dell PowerScale, and VMware
- Cloud-native workloads including Azure VM, and AWS
- Cloud-based monitoring and analytics

Compliance and governance

- Long-term retention
- Legal hold
- Automated compliance
- Federated search
- eDiscovery
- Reporting

Take control of your data

As businesses adopt a cloud-first strategy, the limitations and complexities of traditional cyber resilience become more apparent. This drives the need to develop a new cyber resilience as-a-Service strategy that ensures the same level of protection for both on-premises and cloud workloads. When developing the strategy, it is important to consider that most SaaS providers do not offer comprehensive cyber resilience solutions. This created pressure for IT teams, which are already struggling to meet the myriad of needs posed by the different types of data distributed across organizations.

These challenges include:

- Multiple, disparate data sources – Data sources are spread across a variety of systems and services, such as endpoints, physical and virtual servers, SaaS applications (ex. AWS, Azure VM, Microsoft-SQL, Oracle, file servers, VMware, and Nutanix)
- Exponential data growth – Organizations are overflowing with data across their IT infrastructure. Without adequate visibility into this data, IT lacks the ability to optimize storage costs, enforce proper data retention policies, or respond quick to data discovery requests.
- New cloud workloads – As organizations start shifting their workloads and services to the cloud, a new set of cloud tasks emerge. This transition results in a blend of on-site and cloud-based data repositories. This mix not only creates gaps in cyber resilience but also puts additional pressure on already overwhelmed IT teams.

Solution: Dell PowerProtect Backup Services

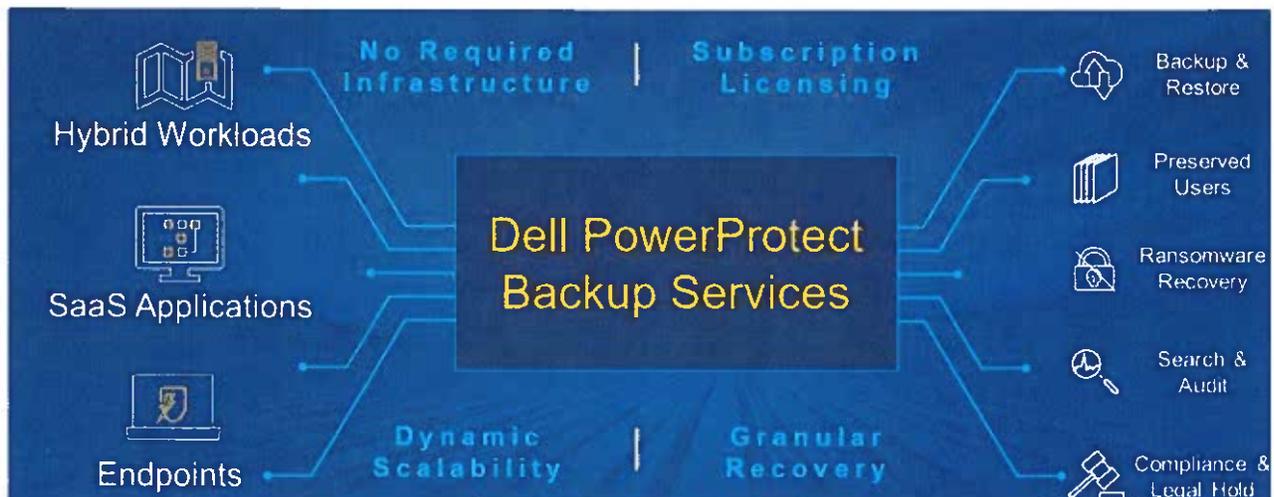
PowerProtect Backup Services provides a robust and secure backup as-a-Service solution with long-term data retention and automated compliance features. Customers can manage SaaS applications, endpoints, hybrid and enterprise workloads consistently and efficiently through a unified console. With its unlimited on-demand scalability, PowerProtect Backup Services guarantees flexibility, efficiency, and control.

Secure, scalable and on-demand cyber resilience

Dell PowerProtect Backup Services leverages cloud infrastructure to deliver the resiliency and speed you need to meet business SLAs with a low TCO. Dell maintains the solution and the platform is always up to date with the latest features. With no infrastructure to manage, businesses can get started within minutes.

PowerProtect Backup Services offers unique features including:

- Centralized monitoring and management
- Automated, no touch feature updates
- Regulatory compliance
- Source-side deduplication
- Encrypton in-flight and at rest
- Cloud-to-cloud backup and restore
- Intuitive and adaptive generative AI assistant.



Protect SaaS-based applications

PowerProtect Backup Services for SaaS apps, delivers unified cyber resilience, management, and information governance, including automated compliance and legal hold. A single dashboard provides complete visibility across Microsoft 365, Google Workspace and Salesforce.

Protect endpoint devices

PowerProtect Backup Services for endpoints provides centralized, secure protection of desktops and laptops. It offers assurance that your endpoint devices are protected, whether in the office or on the road. IT admins can remotely manage cloud backup and restore operations from the centralized cloud portal.

Protect hybrid workloads

PowerProtect Backup Services for hybrid workloads enables organization to centralize the cyber resilience of virtualized environments, databases, file servers, and network attached storage (NAS) PowerProtect Backup Services for hybrid workloads offers advanced functionality including global deduplication, automated long-term retention, and infinite scale. It protects hybrid workloads wherever they run whether on-premises or in the cloud.

Protect cloud-workloads

Protect your AWS and Azure VM workloads from data loss and cyber threats with snapshot orchestration, isolated backup copies and disaster recovery.

Personal generative AI assistant

PowerProtect Backup Services AI is a backup assistant designed to equip every user with the insight – and foresight – to run an efficient, robust cyber resilience program. PowerProtect Backup Services AI offers advice and suggestions based on user conversations and is designed to improve

cyber resilience environments continuously. The generative AI capabilities empower seasoned backup admins to make smarter decisions while helping novice admins perform like experts.

Safeguard your data with PowerProtect Backup Services

In today's dynamic business landscape, harnessing the cloud's agility and flexibility is essential. Backup Services empowers you to protect your data while seamlessly navigating the cloud environment. Here's how:

- **Eliminate Ingress/Egress Charges** – With PowerProtect Backup Services, you won't incur additional costs for data transfers. Say goodbye to unexpected fees and focus on what matters most.
- **Total Visibility** – As cloud-based Software-as-a-Service (SaaS) applications proliferate, maintaining proper security and information governance becomes paramount. PowerProtect Backup Services ensures that organizations have complete visibility into their data, regardless of its location.
- **Predictable, Controllable Costs** – Our cloud-based cyber resilience solution simplifies your operations. No infrastructure management headaches—just streamlined protection. Whether it's backup, disaster recovery, or long-term retention, PowerProtect Backup Services has you covered.

PowerProtect Backup Services delivers secure, hassle-free cyber resilience, allowing you to respond swiftly to critical business initiatives.



[Learn More](#) about
PowerProtect Backup
Services



[Contact](#) a Dell Technologies Expert

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
Dell Marketing L.P.

1 INTRODUCTION

1.1 Parties

This contract for Dell Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing L.P., a Texas Limited Partnership (hereinafter "Successful Respondent"), with its principal place of business at One Dell Way, Round Rock, TX 78664.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-582, on 9/06/2023, for Dell Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-582, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
 2. **Appendix A, Standard Terms and Conditions;**
 3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;**
 4. **Appendix C, Pricing Index;**
 5. **Appendix D, Service Agreement template;**
 6. **Appendix E, Master Operating Lease Agreement;**
 7. **Appendix F, Master Lease Agreement;**
 8. **Exhibit 1, RFO DIR-CPO-TMP-582, including all Addenda; and**

9. **Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-582**, including all Addenda.
- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-582 for Dell Branded Products and Related Services. At DIR's sole discretion, Successful Respondent may incorporate

changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided by Successful Respondent at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. DIR or an eligible Customer shall notify and provide evidence of better pricing to the Successful Respondent within ten (10) days of Successful Respondent providing a lower price as described in this Section to an eligible Customer, and Successful

Respondent shall inform DIR upon receiving such notice. This Contract shall be amended within ten (10) days to reflect such lower price, not retroactive to previous purchases.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be fifty hundredths of a percent (0.50%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. SOW Instructions; Resulting Purchase Orders must reference DIR contract number;
- E. Warranty policies; and
- F. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to Successful Respondent:

Joann Tamez
Dell Marketing L.P.
One Dell Way Round Rock, TX 78664
Phone: (512) 813-1905
joann_tamez@dell.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

10.2 Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in **Appendix D** of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and DIR. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

10.3 Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in **Appendix E** of this Contract for

Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR Contracts.

10.4 Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in **Appendix F** of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

1. Section 5.2, Ownership, is hereby replaced in its entirety with the following:

5.2 Ownership

This Contract does not contemplate, authorize, or support acquisition of custom software products or services or the creation of intellectual property. If Successful Respondent and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Successful Respondent decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

2. Section 9.3(D) is hereby replaced in its entirety with the following:

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records,

whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If any audit by DIR reveals a Material Accounting Error, DIR may invoice Successful Respondent for actual and reasonable costs of such audit. Material Accounting Error means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices of Successful Respondent reviewed during such audit in excess of 1% of the aggregate amount shown on all of the invoices reviewed during such audit; or (b) with regard to audits of fees, an aggregate underpayment of all fees due to DIR under this Contract during a Successful Respondent fiscal quarter in excess of 2%.

3. Section 10.1.1(A) is hereby replaced in its entirety with the following.

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:

- i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
- ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
- iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful

Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and

- iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

4. Section 10.1.2, Infringements, is hereby replaced in its entirety with the following:

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Successful Respondent shall have no liability under this section if the alleged infringement is caused by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Successful Respondent's written approval, or (iii) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

5. Section 11.2.3, Termination for Convenience, is hereby replaced in its entirety with the following:

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice. For qualifying products, Customer may return following receipt, in accordance with the Successful Respondent's Return Policy.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Dell Marketing L.P.

Authorized By: Signature on File

Name: Katherine Castillo

Title: Paralegal Advisor, Global Contracts Hub

Date: 4/2/2025 | 3:38 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 4/4/2025 | 1:40 PM CDT

Office of General Counsel:

Date: Initials on File 4/4/2025 | 1:28 PM CDT

2-3-26
Agenda

AGENDA REQUEST

2B NO: 2026-

ORDINANCE RESOLUTION

CAPTION:

Contract to purchase 13 vehicles from Silsbee Ford.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends the purchase of:

(2) 2026 White Ford Interceptor Utility, (1) 2026 White Ford Interceptor Utility, (1) 2026 Carbonized Gray Ford Interceptor Utility (1) 2026 White Ford Responder F150, (5) 2026 White Ford Interceptor Utility, (2) 2026 White Ford Interceptor Utility, and (1) 2026 Carbonized Gray Ford F-150 Crew Cab.

These will replace vehicles currently in the City of Pasadena fleet.

These vehicles shall be purchased utilizing TIPS cooperative contract 240901, which has been competitively bid and awarded according to all Texas State Laws.

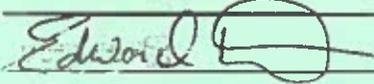
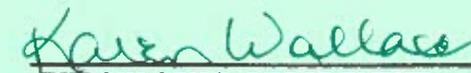
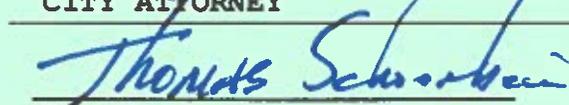
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BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

 DATE: <u>1/15/2026</u> REQUESTING PARTY (Edward Duron)	COUNCIL ACTION	
	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 MAYOR	DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/15/2026

AMOUNT: \$872,145.18

DEPARTMENT NO: 00210

ACCOUNT NO. 7915

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Purchase of 13 vehicles

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas of 13 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of Eight Hundred Seventy-two Thousand One Hundred Forty-five Dollars and 18/100 (\$872,145.18).

WHEREAS, Staff recommends a contract for the purchase of (2) 2026 White Ford Interceptor Utility, (1) 2026 White Ford Interceptor Utility, (1) 2026 Carbonized Gray Ford Interceptor Utility, (1) 2026 White Ford Responder F-150, (5) 2026 White Ford Interceptor Utility, (2) 2026 White Ford Interceptor Utility, and (1) 2026 Carbonized Gray Ford F-150 Crew Cab; and

WHEREAS, these vehicles will replace vehicles currently in the City of Pasadena fleet; and

WHEREAS, these vehicles shall be purchased utilizing TIPS cooperative contract #240901, which has been competitively bid and awarded according to all Texas State Laws; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the purchase by the City of Pasadena, Texas of (2) 2026 White Ford Interceptor Utility, (1) 2026 White Ford Interceptor Utility, (1) 2026 Carbonized Gray Ford Interceptor Utility, (1) 2026 White Ford Responder F-150, (5) 2026 White Ford Interceptor Utility, (2) 2026 White Ford Interceptor Utility, and (1) 2026 Carbonized Gray Ford F-150 Crew Cab from Silsbee Ford in accordance with the contract attached hereto and incorporated herein for all purposes at Exhibit "A", and the Product Pricing Summary pages from Silsbee Ford attached hereto at Exhibit "1", provided utilizing the TIPS Cooperative Contract #240901, Exhibit "2", which was competitively bid and awarded according to State Law.

SECTION 3. That there is hereby appropriated out of Account No. 00210-7915 the amount of Eight Hundred Seventy-two Thousand One Hundred Forty-five Dollars and 18/100 (\$872,145.18) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Silsbee Ford (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Silsbee Ford will supply (2) 2026 White Ford Interceptor Utility, (1) 2026 White Ford Interceptor Utility, (1) 2026 Carbonized Gray Ford Interceptor Utility, (1) 2026 White Ford Responder F-150, (5) 2026 White Ford Interceptor Utility, (2) 2026 White Ford Interceptor Utility, and (1) 2026 Carbonized Gray Ford F-150 Crew Cab utilizing the TIPS Cooperative Contract #240901, as described in the attached Exhibit "1", Product Pricing Summary pages, incorporated herein for all purposes.

II.

The parties agree that the terms of the contract between Silsbee Ford and the TIPS Cooperative Contract #240901 will be applicable to this purchase, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

StPurchTIPS-SilsbeeFord-FordVehicles26

EXHIBIT "A"

III.

The City will pay the total amount of Eight Hundred Seventy-two Thousand One Hundred Forty-five Dollars and 18/100 (\$872,145.18) to Silsbee Ford according to the aforementioned documents and specifications.

IV.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

V.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

SILSBEE FORD

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARDIN §

This instrument was acknowledged before me on the ____ day
of _____, 2026 by _____, the
_____ of SILSBEE FORD, a _____
corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

**INTEROFFICE MEMO
CITY OF PASADENA
FLEET MAINTENANCE**

TO: Purchasing Department

FROM: Eddie Duron, Maintenance Services

SUBJECT: Purchase of Vehicles through TIPS USA 240901, SILSBEE FORD

DATE: January 13, 2026

Please prepare the necessary paperwork to purchase the below replacement vehicles through **Tips USA 240901. Fund account 00210/7915**

Description	Unit Price	Qty	Extended
SILSBEE FORD (Marked Units)			
2026 WHITE FORD EXPLORER (TRAFFIC OFFICER)	\$ 68,564.33	2	\$ 137,128.66
2026 WHITE FORD EXPLORER (K-9)	\$ 74,637.54	1	\$ 74,637.54
2026 CARBONIZED GRAY FORD EXPLORER (PROACTIVE POLICING UNIT)	\$ 65,696.79	1	\$ 65,696.79
2026 WHITE FORD RESPONDER F150	\$ 71,503.05	1	\$ 71,503.05
2026 WHITE FORD EXPLORER (PATROL OFFICE)	\$ 66,415.50	5	\$ 332,077.50
2026 WHITE FORD EXPLORER (DWI OFFICER)	\$ 72,080.32	2	\$ 144,160.64
SILSBEE FORD (Unmarked Units)			
2026 CARBONIZED GRAY FORD F-150 CREW CAB	\$ 46,941.00	1	\$ 46,941.00

SILSBEE FORD	00210/7915	13	\$872,145.18
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Eddie Duron, Director,
Maintenance Services

QUOTE

AGENCY PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 PIU PATROL W/ RADAR		
SO-ENFWB01HEN	1	SOUND OFF INTERIOR LIGHTBAR QSF 110896	\$ 906.22	\$ 906.22
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
SO.ETSSLF100	1	AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
		LIC PLATE LIGHTS WHITE IN REVERSE		\$ -
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO.ENT2B3D	1	INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO.ENT2B3E	1	INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO.PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.42	\$ 8.42
W.60CREGCS	1	FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO.EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO.PMP2BKDGJ	4	ADJUSTABLE BRACKET	\$ 8.42	\$ 33.68
SO.ELUC3H010J	2	R/B UNDERCOVER- TAIL LAMPS	\$ 79.93	\$ 159.86
SO-EMPAK01GH6	1	SOUND OFF RR SPOILER LAMPS R/A B/A	\$ 1,346.58	\$ 1,346.58
SET.BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
		RED/BLUE MPOWER (FRONT)		\$ -
		RED/WHITE DR. SIDE		\$ -
		BLUE/WHITE PASS. SIDE		\$ -
		FRONT WIG WAGS		\$ -
PP.PP-2020-FINT-SUV-FS	1	PLASTIX PLUS CONSOLE	\$ 617.40	\$ 617.40
425-3818	2	magnetic MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-FB25-MMT-1P	1	RADIO FACEPLATE **BILL OUT**	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPALTE **BILL OUT**	\$ 25.28	\$ 25.28
				\$ -
475-0063	1	JOTTO SPACE CREATOR PARTITION	\$ 779.92	\$ 779.92
475-0968	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-0067	1	JOTTO CARGO BARRIER	\$ 485.27	\$ 485.27
SET.WK0514ITU20	1	SETINA RR WINDOW BARS	\$ 234.92	\$ 234.92
				\$ -
911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.SAPD	1	PASS THROUGH	\$ 30.82	\$ 30.82
SB.COVERKIT	1	RR DOOR INOP		\$ -
				\$ -
STA-DUALSL	1	STALKER DUAL SL RADAR	\$ 2,784.00	\$ 2,784.00
STA-155221100	1	STALKER SEPERATION CABLE	\$ 96.90	\$ 96.90

				\$ -
		CUST SUPPLIED CAMERA SYSTEM		\$ -
				\$ -
				\$ -
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 12,229.88
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	40.7	\$ 4,070.00
		MISC LABOR	5.7	\$ 570.00
		GRAND TOTAL		\$ 17,099.88

QUOTE

AGENCY CITY OF PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
K9	1	2026 FORD EXPLORER PIU		
		QSF# 110896		
SO-ENFWB01HEN	1	SOUND OFF 25- PIU DUO INT BAR	\$ 906.22	\$ 906.22
SO-ETSA481RSP	1	SOUND OFF NRGY 400 SERIES REMOTE SIREN	\$ 575.84	\$ 575.84
W-SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
W-SA315U	1	SPEAKER	\$ 193.50	\$ 193.50
SO-EMPAK01GH6	1	MPOWER ARROW KIT R/A B/A- SPOILER	\$ 1,346.58	\$ 1,346.58
SET-BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR SIDE		
		BLUE/WHITE PASS. SIDE		
SO-EMPS2STS5RBW	1	4" MPOWER LED R/W (LIC PLATE)	\$ 130.88	\$ 130.88
SO-EMPS2STS5RBW	1	4" MPOWER LED B/W (LIC PLATE)	\$ 130.88	\$ 130.88
		LIC PLATE LIGHTS WHITE IN REVERSE		
SO-PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
PP-PP.2025.FINT.SUV.FS	1	PLASTIX PLUS FULL SIZE CONSOLE	\$ 638.40	\$ 638.40
425-3818	2	MAGNETIC MIC CLIP	\$ 28.80	\$ 57.60
HAV-C-HDM-204	1	POST	\$ 158.76	\$ 158.76
HAV-C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV-C-LP2-USB-BL2	1	USB FACEPLATE	\$ 109.52	\$ 109.52
HAV-CEB25MMT1P	1	EQUIP BRACKET	\$ 22.04	\$ 22.04
HA-.CEB40SO31P	1	EQUIP BRACKET	\$ 25.28	\$ 25.28
911-CH15	1	911 CIRCUIT HARNESS	\$ 518.40	\$ 518.40
911-SAPD	1	PASS THROUGH	\$ 59.40	\$ 59.40
SO-EMPS2STS5RBW	2	QTR GLASS LIGHTS	\$ 130.88	\$ 261.76
SO-PMP2BKDGJ	2	BRACKETS	\$ 8.21	\$ 16.42
SO-EMPS2SMS5RBW	2	REAR HATCH LAMPS	\$ 130.88	\$ 261.76
SO-ENT2B3D	1	INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO-ENT2B3E	1	INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO-PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.21	\$ 8.21
W-60CREGCS	1	FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO-EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO-PMP2BKDGJ	4	ADJUSTABLE BRACKET	\$ 8.21	\$ 32.84

AA-EZRIDERKENNEL	1	EZ RIDER K9 PLATFORM KENNEL	\$ 3,283.20	\$ 3,283.20
AA-KENNELLIGHT	1	R/W KENNEL LED LIGHT	INCL	
AA-COOLGUARD	1	FAN, FAN GUARD AND SWITCH	\$ 248.40	\$ 248.40
RAD-HP5020	1	ACE K9 HOT N POP	\$ 1,722.60	\$ 1,722.60
PP-FINT.2020.L3.1D.11	1	PLASTIX PLUS CARGO BOX	\$ 1,550.40	\$ 1,550.40
HAV-PKG.TTP.INUT.1201.4	1	HAVIS FOLD UP CARGO PLATE	\$ 1,339.42	\$ 1,339.42
STA-DUALSL	1	STALKER PATROL - PATROL DUAL ANTENNA	\$ 2,220.00	\$ 2,220.00
STA-155221100	1	STALKER SEPERATION CABLE	\$ 96.90	\$ 96.90
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 18,163.09
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	40.9	\$ 4,090.00
		MISC LABOR	6.9	\$ 690.00
		GRAND TOTAL		\$ 23,173.09



1

PRODUCT PRICING SUMMARY
 TIPS USA 240901 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: SEVERS Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL
 Product Description: FORD INTERCEPTOR UTILITY Date: January 12, 2026

A. Bid Item: K8A A. Base Price: \$ 47,395.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 FORD INTERCEPTOR UTILITY	\$ -		EXTERIOR - CARBONIZED GRAY	\$ -
	3.0L ECOBOOST	\$ 2,850.00	96	INTERIOR - BLACK	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
17A	AUX CLIMATE CONTROL	\$ -			
51R	DRIVERS SIDE LED SPOTLIGHT	\$ 395.00			
60A	GRILL WIRING / LAMP / SIREN / SPEAKER	\$ -			
	FRONT LAMP HOUSING	\$ -			
86T	REAR LAMP HOUSING	\$ -			
55F	KEYLESS ENTRY	\$ -			
	POLICE ENGINE IDLE	\$ -			
	SEATBELT EXTENDERS X2	\$ -			
	REAR DOOR LOCK INOP	\$ 75.00			

Total of B. Published Options: \$ 3,320.00

Published Option Discount (5%) \$ (166.00)

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT	\$ 14,232.34		
ONSITE GRAPHICS - GHOST	\$ 810.00		
** LEAVE PASADENA OFF REAR **			
CENTER POLICE ON REAR			

Total of C. Unpublished Options: \$ 15,042.34

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: FLEET ADJUST \$ (48.55)

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 65,696.79

I. Quantity Ordered 1 x H = \$ 65,696.79

J. Trade in:

K. TIPS Administrative Fee (INCLUDED IN PRICE) \$ -

L. Total Purchase Price Including TIPS Fee \$ 65,696.79

QUOTE

AGENCY PASADENE
 DATE QUOTED 29-Dec-25
 SALESMAN GT/ RB

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 PIU PATROL		
SO-ENFWB01HEN	1	SOUND OFF INTERIOR LIGHTBAR QSF 110896	\$ 906.22	\$ 906.22
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
C3.MTS835MCRABA	1	RR INTERIOR LIGHTBAR	\$ 779.01	\$ 779.01
SO-PMPTCM07	2	L BRACKETS	\$ 15.42	\$ 30.84
SO.ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO.ETSSLFVBK09	1	AFTERSHOCK SPEAKER BRKT	\$ 30.39	\$ 30.39
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
SO.ENT2B3D	1	INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO.ENT2B3E	1	INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO.PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.42	\$ 8.42
W.60CREGCS	1	FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO.EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO.PMP2BKDGAI	4	ADJUSTABLE BRACKET	\$ 8.42	\$ 33.68
		LIC PLATE LIGHTS WHITE IN REVERSE		
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO.ELUC3H010J	2	R/B UNDERCOVERS- TAIL LAMPS	\$ 79.93	\$ 159.86
SO.EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO.PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO.EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SET.WK0514ITU20	1	SETINA RR WINDOW BARS	\$ 234.92	\$ 234.92
SET.BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
		FRONT WIG WAGS		
PP.PP-2020-FINT-SUV-FS	1	PLASTIX PLUS CONSOLE	\$ 617.40	\$ 617.40
425-3818	2	MAGIC MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-EB25-MMT-1P	1	RADIO FACEPLATE **BILL OUT**	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPLATE **BILL OUT**	\$ 25.28	\$ 25.28
475-0063	1	JOTTO SPACE CREATOR PARTITION	\$ 779.92	\$ 779.92
475-0968	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-0067	1	JOTTO CARGO BARRIER	\$ 485.27	\$ 485.27

RAMCUBES

911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.SAPD	1	PASS THROUGH	\$ 30.82	\$ 30.82
	2			
		CUST SUPPLIED CAMERA SYSTEM		
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 9,392.34
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	39.8	\$ 3,980.00
		MISC LABOR	6.3	\$ 630.00
		GRAND TOTAL		\$ 14,232.34

QUOTE

AGENCY
 DATE QUOTED
 SALESMAN

CITY OF PASADENA
 29-Dec-25
 RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 FORD RESPONDER		
SO-ENFLB004EX-3LB	1	54" NFORCE DUO LIGHTBAR QSF 081159 ENFWB01EGF	\$ 2,454.78	\$ 2,454.78
C3-MTS835MCRABA	1	8 LAMP DUO LIGHTSTICK W/ TA	\$ 779.01	\$ 779.01
SO-ETSA481RSP	1	400 SERIES SIREN/ CONTROLLER	\$ 575.85	\$ 575.85
W-SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W-SAK1	1	SPEAKER BRKT	\$ 28.29	\$ 28.29
SO-EMSP2SMS5RBW	4	MPOWER RBW- UNDER TAILGATE	\$ 130.88	\$ 523.52
W-VTX9J	2	VERTEX RB- REAR CORNER	\$ 108.00	\$ 216.00
SO-EMSP2STS5RBW	4	MPOWER RBW- ROCKER PANELS	\$ 130.88	\$ 523.52
SO-PMP2BKDGJ	4	MPOWER BRACKET	\$ 8.21	\$ 32.84
SO-ETHFSSFV	1	WIGWAG	\$ 52.90	\$ 52.90
SET-BK2168FDT21F150	1	SETINA LIGHTED PUSH BUMPER	\$ 870.97	\$ 870.97
SET-1K0576FDT15F150EDR	1	SETINA SINGLE PRISONER CAGE W/ STOCK SEAT	\$ 913.22	\$ 913.22
911-CH15	1	911 15 CIRCUIT HARNESS	\$ 518.40	\$ 518.40
wig wag rear only		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 7,682.50
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
		HOURS		
		LABOR	21.7	\$ 2,170.00
		MISC LABOR	5.0	\$ 500.00
		GRAND TOTAL		\$ 10,582.50



9

PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: SEVERS Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: FBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: FORD INTERCEPTOR UTILITY Date: October 23, 2025

A. Bid Item: K8A A. Base Price: \$ **47,395.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 FORD INTERCEPTOR UTILITY	\$ -		EXTERIOR - WHITE	\$ -
	3.0L ECOBOOST	\$ 2,850.00	96	INTERIOR - BLACK	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
17A	AUX CLIMATE CONTROL	\$ -			
51R	DRIVERS SIDE LED SPOTLIGHT	\$ 395.00			
60A	GRILL WIRING / LAMP / SIREN / SPEAKER	\$ -			
	FRONT LAMP HOUSING	\$ -			
86T	REAR LAMP HOUSING	\$ -			
55F	KEYLESS ENTRY	\$ -			
	POLICE ENGINE IDLE	\$ -			
	SEATBELT EXTENDERS X2	\$ -			
	REAR DOOR LOCK INOP	\$ 75.00			

Total of B. Published Options: \$ **3,320.00**

Published Option Discount (5%) \$ **(166.00)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT	\$ 14,951.05		
ONSITE GRAPHICS	\$ 810.00		

Total of C. Unpublished Options: \$ **15,761.05**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles):
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$
- F. Contract Price Adjustment: FLEET ADJUST \$
- G. Additional Delivery Charge: 77 miles \$
- H. Subtotal: \$
- I. Quantity Ordered 5 x H = \$
- J. Trade in:
- K. TIPS Administrative Fee (INCLUDED IN PRICE) \$
- L. Total Purchase Price Including TIPS Fee \$

QUOTE

AGENCY PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN GT/ RB

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 PIU PATROL		
SO.ENFLB004EX-4E2	1	NFORCE 52" LOW PROFILE LIGHTBAR QSF 080351	\$ 2,454.78	\$ 2,454.78
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO.ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO.ETSSLFVBK09	1	AFTERSHOCK SPEAKER BRKT	\$ 30.39	\$ 30.39
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
SO.ENT2B3D	1	INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO.ENT2B3E	1	INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO.PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.42	\$ 8.42
W.60CREGCS	1	FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO.EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO.PMP2BKDGAJ	4	ADJUSTABLE BRACKET	\$ 8.42	\$ 33.68
		LIC PLATE LIGHTS WHITE IN REVERSE		
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO.ELUC3H010J	2	R/B UNDERCOVERS- TAIL LAMPS	\$ 79.93	\$ 159.86
SO.EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO.PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO.EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SET.WK0514ITU20	1	SETINA RR WINDOW BARS	\$ 234.92	\$ 234.92
SET.BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
		FRONT WIG WAGS		
PP.PP-2020-FINT-SUV-FS	1	PLASTIX PLUS CONSOLE	\$ 617.40	\$ 617.40
425-3818	2	MAGIC MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-EB25-MMT-1P	1	RADIO FACEPLATE **BILL OUT**	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPLATE **BILL OUT**	\$ 25.28	\$ 25.28
475-0063	1	JOTTO SPACE CREATOR PARTITION	\$ 779.92	\$ 779.92
475-0968	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-0067	1	JOTTO CARGO BARRIER	\$ 485.27	\$ 485.27
911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.SAPD	1	PASS THROUGH	\$ 30.82	\$ 30.82

	2			
CUSTOMERE SUPPLIED		CUST SUPPLIED CAMERA SYSTEM		
LABOR FOR CAMERA				
ONLY				
		Customer Supplied Parts Labor		
		Miscelaneous Labor		
		PARTS		\$ 10,131.05
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	39.0	\$ 3,900.00
		MISC LABOR	6.9	\$ 690.00
		GRAND TOTAL		\$ 14,951.05

QUOTE

AGENCY PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 PIU PATROL W/ RADAR		
SO-ENFWB01HEN	1	SOUND OFF INTERIOR LIGHTBAR	\$ 906.22	\$ 906.22
		QSF 110896		
SO-ETSA481RSP	1	SOUND OFF NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
SO-ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO-ETSSLFVBK09	1	AFTERSHOCK SPEAKER BRKT	\$ 30.39	\$ 30.39
W-SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W-SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO-EMPS2STS5RBW	2	SOUND OFF MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
		LIC PLATE LIGHTS WHITE IN REVERSE		
SO-PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO-ENT2B3D	1	SOUND OFF INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO-ENT2B3E	1	SOUND OFF INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO-PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.42	\$ 8.42
W-60CREGCS	1	WHELEN FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO-EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO-PMP2BKDGAI	4	ADJUSTABLE BRACKET	\$ 8.42	\$ 33.68
SO-ELUC3H010J	2	SOUND OFF R/B UNDERCOVER- TAIL LAMPS	\$ 79.93	\$ 159.86
SO-EMPS2STS5RBW	2	SOUND OFF MPOWER LED R/B/W (QUARTER GLASS LAMPS)	\$ 130.88	\$ 261.76
SO-PMP2WSSSB	2	QTR GLASS LAMP BRKTS	\$ 13.09	\$ 26.18
SO-EMPS2SMS5RBW	2	RR HATCH LAMPS		
SO-EMPAK01GH6	1	SOUND OFF RR SPOILER LAMPS R/A B/A	\$ 1,346.58	\$ 1,346.58
SET-BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
		FRONT WIG WAGS		
SET-WK0514ITU20	1	SETINA RR WINDOW BARS	\$ 234.92	\$ 234.92
PP-PP.2020.FINT.SUV.FS	1	PLASTIX PLUS CONSOLE	\$ 617.40	\$ 617.40
425-3818	2	MAGNETIC MIC CLIP	\$ 30.82	\$ 61.64
HAV-C.HDM.204	1	POST	\$ 153.58	\$ 153.58
HAV-C.MD.119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV-C.LP2.USB.BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV-C.EB25.MMT.1P	1	RADIO FACEPLATE	\$ 22.04	\$ 22.04
HAV-C.EB40.SO3.1P	1	400 SERIES SIREN FACEPALTE	\$ 25.28	\$ 25.28
475-0063	1	JOTTO SPACE CREATOR PARTITION	\$ 779.92	\$ 779.92
475-0968	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-0923	1	JOTTO PRIS SEAT W/ CARGO BARRIER AND OSB	\$ 1,514.33	\$ 1,514.33
				\$ -
911-CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911-SAPD	1	PASS THROUGH	\$ 30.82	\$ 30.82

CPAV 1.2.2011

SB-COVERKIT	1	RR DOOR INOP	\$ 41.40	\$ 41.40
				\$ -
STA.DSR2X	1	STALKER DSR 2X RADAR	\$ 3,931.20	\$ 3,931.20
STA-155221100	1	STALKER SEPERATION CABLE	\$ 96.90	\$ 96.90
				\$ -
CUST SUPPLIED CAMERA SYSTEM				\$ -
				\$ -
				\$ -
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 14,765.87
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	48.0	\$ 4,800.00
		MISC LABOR	8.2	\$ 820.00
		GRAND TOTAL		\$ 20,615.87

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SILSBEE FORD INC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d b a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or: (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INDENTEEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(f).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and if it has accepted its indemnity obligation without qualification control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment Drafting, overpayment over-drafting, under-payment under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
43. **Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: SILSBEE FORD INC.

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 5124361313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: *Seth Gamblin* Date: 10/11/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 11/21/2024

AGENDA REQUEST

ORDINANCE RESOLUTION

20 NO: 2026-

CAPTION:

Contract to purchase 32 vehicles from Lake Country Chevrolet.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends the purchase of:

(5) 2026 White Chevrolet Tahoe PPV, (1) 2026 Dark Ash Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (9) 2026 Chevrolet Traverse LT - color: (6) Black, (1) Gray, (1) Lakeshore Blue, and (1) White; (2) 2026 Mosaic Black Chevrolet Traverse RS, (2) 2026 Sandstone Gray Chevrolet Traverse, (3) 2026 Chevrolet Equinox LT - color: (1) Sterling Gray, (1) Lakeshore Blue, and (1) White; (1) 2026 Lakeshore Blue Chevrolet Equinox LT, (3) 2026 Chevrolet Silverado 1500 - color: (1) Red Hot, (1) Black, (1) Sterling Gray; (1) 2026 White Chevrolet Silverado 1500, and (3) 2026 White Colorado Crew Cab.

These vehicles will replace vehicles currently in the City of Pasadena fleet.

These vehicles shall be purchased utilizing TIPS cooperative contract 240901, which has been competitively bid and awarded according to all Texas State Laws.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

<p style="text-align: center;"><i>Edward Duron</i></p> <p style="text-align: center;">DATE: 1/15/2026</p> <p>REQUESTING PARTY (Edward Duron)</p> <p>_____</p> <p>BUDGET DEPARTMENT</p> <p><i>Karen Wallace</i></p> <p>PURCHASING DEPARTMENT</p> <p>APPROVED:</p> <p><i>Colin Brown</i></p> <p>CITY ATTORNEY</p> <p><i>Thomas Schoenbein</i></p> <p>MAYOR</p>	<p>COUNCIL ACTION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;">FIRST READING:</td> <td style="text-align: center;">MOTION</td> <td style="text-align: center;">FINAL READING:</td> </tr> <tr> <td style="text-align: center;">MOTION</td> <td style="text-align: center;">MOTION</td> <td style="text-align: center;">MOTION</td> </tr> <tr> <td style="text-align: center;">SECOND</td> <td style="text-align: center;">SECOND</td> <td style="text-align: center;">SECOND</td> </tr> <tr> <td style="text-align: center;">DATE</td> <td style="text-align: center;">DATE</td> <td style="text-align: center;">DATE</td> </tr> <tr> <td colspan="3" style="text-align: center;">DEFERRED: _____</td> </tr> </table>					FIRST READING:	MOTION	FINAL READING:	MOTION	MOTION	MOTION	SECOND	SECOND	SECOND	DATE	DATE	DATE	DEFERRED: _____		
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CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/15/2026

AMOUNT: \$1,577,389.84

DEPARTMENT NO: 00210

ACCOUNT NO. 7915

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Purchase of 32 vehicles

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of One Million Five Hundred Seventy-Seven Thousand Three Hundred Eighty-Nine Dollars and 84/100 (\$1,577,389.84).

WHEREAS, Staff recommends a contract for the purchase of (5) 2026 White Chevrolet Tahoe PPV, (1) 2026 Dark Ash Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (9) 2026 Chevrolet Traverse LT - color: (6) Black, (1) Gray, (1) Lakeshore Blue, and (1) White; (2) 2026 Mosaic Black Chevrolet Traverse RS, (2) 2026 Sandstone Gray Chevrolet Traverse, (3) 2026 Chevrolet Equinox LT - color: (1) Sterling Gray, (1) Lakeshore Blue, and (1) White; (1) 2026 Lakeshore Blue Chevrolet Equinox LT, (3) 2026 Chevrolet Silverado 1500 - color: (1) Red Hot, (1) Black, (1) Sterling Gray; (1) 2026 White Chevrolet Silverado 1500, and (3) 2026 White Chevrolet Colorado Crew Cab from Lake Country Chevrolet; and

WHEREAS, these vehicles will replace vehicles currently in the City of Pasadena fleet; and

WHEREAS, these vehicles shall be purchased utilizing TIPS cooperative contract #240901, which has been competitively bid and awarded according to all Texas State Laws; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be

StPurchTIPS-LakeCountryChev.ChevroletVehicles26

appropriated after approval of this Ordinance for this purpose;

NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the purchase by the City of Pasadena, Texas of (5) 2026 White Chevrolet Tahoe PPV, (1) 2026 Dark Ash Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (9) 2026 Chevrolet Traverse LT - color: (6) Black, (1) Gray, (1) Lakeshore Blue, and (1) White; (2) 2026 Mosaic Black Chevrolet Traverse RS, (2) 2026 Sandstone Gray Chevrolet Traverse, (3) 2026 Chevrolet Equinox LT - color: (1) Sterling Gray, (1) Lakeshore Blue, and (1) White; (1) 2026 Lakeshore Blue Chevrolet Equinox LT, (3) 2026 Chevrolet Silverado 1500 - color: (1) Red Hot, (1) Black, (1) Sterling Gray; (1) 2026 White Chevrolet Silverado 1500, and (3) 2026 White Chevrolet Colorado Crew Cab from Lake Country Chevrolet in accordance with the contract attached hereto and incorporated herein for all purposes at Exhibit "A", and the Product Pricing Summary pages from Lake Country Chevrolet attached hereto at Exhibit "1", provided utilizing the TIPS Cooperative Contract #240901, Exhibit "2", which was competitively bid and awarded according to State Law.

SECTION 3. That there is hereby appropriated out of Account No. 00210-7915 the amount of One Million Five Hundred Seventy-Seven Thousand Three Hundred Eighty-Nine Dollars and 84/100 (\$1,577,389.84) for a total of One Million Five Hundred Seventy-Seven Thousand Three Hundred Eighty-Nine Dollars and 84/100 (\$1,577,389.84) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law,

Chapter 551, Texas Government Code; and that this meeting has been

open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Lake Country Chevrolet (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Lake Country Chevrolet will supply (5) 2026 White Chevrolet Tahoe PPV, (1) 2026 Dark Ash Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (1) 2026 White Chevrolet Tahoe PPV, (9) 2026 Chevrolet Traverse LT - color: (6) Black, (1) Gray, (1) Lakeshore Blue, and (1) White; (2) 2026 Mosaic Black Chevrolet Traverse RS, (2) 2026 Sandstone Gray Chevrolet Traverse, (3) 2026 Chevrolet Equinox LT - color: (1) Sterling Gray, (1) Lakeshore Blue, and (1) White; (1) 2026 Lakeshore Blue Chevrolet Equinox LT, (3) 2026 Chevrolet Silverado 1500 - color: (1) Red Hot, (1) Black, (1) Sterling Gray; (1) 2026 White Chevrolet Silverado 1500, and (3) 2026 White Chevrolet Colorado Crew Cab utilizing the TIPS Cooperative Contract #240901, as described in the attached Exhibit

"1", Product Pricing Summary pages, incorporated herein for all purposes.

II.

The parties agree that the terms of the contract between Lake Country Chevrolet and the TIPS Cooperative Contract #240901 will be applicable to this purchase, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

III.

The City will pay the total amount of One Million Five Hundred Seventy-Seven Thousand Three Hundred Eighty-Nine Dollars and 84/100 (\$1,577,389.84) to Lake Country Chevrolet according to the aforementioned documents and specifications.

IV.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

V.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

LAKE COUNTRY CHEVROLET

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF JASPER §

 This instrument was acknowledged before me on the ___ day
of _____, 2026 by _____, the
_____ of LAKE COUNTRY CHEVROLET, a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

**INTEROFFICE MEMO
CITY OF PASADENA
FLEET MAINTENANCE**

TO: Purchasing Department

FROM: Eddie Duron, Maintenance Services

SUBJECT: Purchase of Vehicles through TIPS USA 240901, Lake Country Chevrolet

DATE: January 13, 2026

Please prepare the necessary paperwork to purchase the below replacement vehicles through **Tips USA 240901. Fund account 00210/7915**

Description	Unit Price	Qty	Extended
Lake Country Chevrolet (Marked Units)			
2026 WHITE CHEVROLET TAHOE PPV (PATROL OFFICER)	\$ 77,027.71	5	\$ 385,138.55
2026 DARK ASH CHEVROLET TAHOE PPV (PROACTIVE POLICING UNIT)	\$ 76,590.46	1	\$ 76,590.46
2026 WHITE CHEVROLET TAHOE PPV (DWI OFFICER)	\$ 76,784.18	1	\$ 76,784.18
2026 WHITE CHEVROLET TAHOE PPV (BOMB TECH OFFICER)	\$ 77,701.69	1	\$ 77,701.69
Lake Country Chevrolet (Unmarked Units)			
2026 CHEVROLET TRAVERSE LT - COLOR: (6) BLACK, (1) GRAY, (1) LAKESHORE BLUE, (1) WHITE)	\$ 38,776.00	9	\$ 348,984.00
2026 MOSAIC BLACK CHEVROLET TRAVERSE RS	\$ 54,649.90	2	\$ 109,299.80
2026 SANDSTONE GRAY CHEVROLET TRAVERSE Z71	\$ 46,272.00	2	\$ 92,544.00
2026 CHEVROLET EQUINOX LT - COLOR: (1) STERLING GRAY, (1) LAKESHORE BLUE, (1) WHITE	\$ 28,805.75	3	\$ 86,417.25
2026 LAKESHORE BLUE CHEVROLET EQUINOX LT	\$ 28,606.75	1	\$ 28,606.75
2026 RED HOT CHEVROLET SILVERADO 1500 - COLOR: (1) RED HOT, (1) BLACK, (1) STERING GRAY	\$ 44,893.00	3	\$ 134,679.00
2026 WHITE CHEVROLET SILVERADO 1500	\$ 46,109.50	1	\$ 46,109.50
2026 WHITE COLORADO CREW CAB	\$ 38,178.22	3	\$ 114,534.66

Lake Country **00210/7915** **32** **\$ 1,577,389.84**



Eddie Duron, Director,
Maintenance Services



1

PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA

Prepared by: RICK BROWN

Contact: GLEN SEVERS 713.475.7229

Phone: 409.659.1555

Email: grsevers@pasadenatx.gov

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: TAHOE PPV

Date: December 29, 2025

A. Bid Item: 9C1

A. Base Price: **\$ 51,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TAHOE PPV	\$ -		EXTERIOR - WHITE	\$ -
	5.3L V8 ENGINE	\$ -		INTERIOR - BLACK	
	POWER WINDOW / LOCKS	\$ -		CLOTH 40 / 0 / 40 FRONT	
	RUNNING BOARDS	\$ -		VINYL BENCH SECOND	
	REAR VIEW CAMERA	\$ -	7X3	DRIVERS SIDE SPOTLIGHT	\$ 800.00
	BLUETOOTH	\$ -	6N5	REAR WINDOW INOP	\$ 57.00
6c7	FRONT AUX DOME LIGHT	\$ 170.00	PQA	FL SAFETY PACKAGE	\$ 395.00
6N6	REAR DOOR LOCK INOP	\$ 62.00		SEATBELT EXTENDERS X2	
UN9	RADIO SUPPRESSION PACKAGE	\$ 95.00			

Total of B. Published Options: **\$ 1,579.00**

Published Option Discount (5%) **\$ (78.95)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT - NO RADAR	\$ 14,676.66		
GRAPHICS - ONSITE	\$ 810.00		
GRAPPLER KIT - TAHOE	\$ 5,797.00		

Total of C. Unpublished Options: **\$ 21,283.66**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2026 MY ADJUST

\$ 2,181.00

G. Additional Delivery Charge: 77 miles

\$ 154.00

H. Subtotal:

\$ 77,027.71

I. Quantity Ordered 5 x H =

\$ 385,138.55

J. Trade in:

\$ -

K. Total Purchase Price

EXHIBIT "1"

\$ 385,138.55

QUOTE

AGENCY
DATE QUOTED
SALESMAN

PASADENA
29-Dec-25
RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 TAHOE		
SO.ENFLB004EX-3LQ	1	NFORCE 52" LOW PROFILE LIGHTBAR	\$ 2,454.78	\$ 2,454.78
		QSF021877		
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO.ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO.ETSSLFVBK13	1	AFTERSHOCK BRACKET	\$ 49.55	\$ 49.55
SO.ENT3B3RBW	2	R/W UNDER MIRROR INTERSECTORS	\$ 198.12	\$ 396.24
SO.PMP2BKUMB5-D	1	LH BRKT	\$ 26.65	\$ 26.65
SO.PMP2BKUMB5-P	1	RH BRKT	\$ 26.65	\$ 26.65
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
		LIC PLATE LIGHTS WHITE IN REVERSE		\$ -
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
		ACTIVATE WIG WAGS		
SET.BK2169TAH25	1	SETINA LIGHTED PUSHBUMPER	\$ 870.91	\$ 870.91
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
SO.EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO.PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO.EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SO.EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
PP.2025TAH	1	2025 TAHOE PLASTIX PLUS CONSOLE	\$ 751.80	\$ 751.80
425-3818	2	magnetic MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-EB25-MMT-1P	1	RADIO FACEPLATE	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPALTE	\$ 25.28	\$ 25.28
475-1675	1	JOTTO SPACE CREATOR PARTITION	\$ 823.24	\$ 823.24
475-1674	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-1682	1	JOTTO CARGO BARRIER	\$ 504.23	\$ 504.23
475-1718	1	REAR WINDOW BARS	\$ 333.84	\$ 333.84
911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.GMPASS	1	PASS THROUGH	\$ 27.00	\$ 27.00
	2	SEAT BELT EXTENDERS		INC
CUSTOMER SUPPLIED		CUST SUPPLIED CAMERA SYSTEM		
LABOR FOR CAMERA				

ONLY				
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 10,136.66
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	37.2	\$ 3,720.00
		MISC LABOR	5.9	\$ 590.00
		GRAND TOTAL		\$ 14,676.66



2

PRODUCT PRICING SUMMARY
 TIPS USA 240901 TRANSPORTATION VEHICLES
 VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS 713.475.7229 Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: TAHOE PPV Date: December 29, 2025

A. Bid Item: 9C1 A. Base Price: \$ **51,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TAHOE PPV	\$ -		EXTERIOR - DARK ASH	\$ -
	5.3L V8 ENGINE	\$ -		INTERIOR - BLACK	
	POWER WINDOW / LOCKS	\$ -		CLOTH 40 / 0 / 40 FRONT	
	RUNNING BOARDS	\$ -		VINYL BENCH SECOND	
	REAR VIEW CAMERA	\$ -	7X3	DRIVERS SIDE SPOTLIGHT	\$ 800.00
	BLUETOOTH	\$ -	6N5	REAR WINDOW INOP	\$ 57.00
6c7	FRONT AUX DOME LIGHT	\$ 170.00	PQA	FL SAFETY PACKAGE	\$ 395.00
6N6	REAR DOOR LOCK INOP	\$ 62.00		SEATBELT EXTENDERS X2	
UN9	RADIO SUPPRESSION PACKAGE	\$ 95.00			

Total of B. Published Options: \$ **1,579.00**

Published Option Discount (5%) \$ **(78.95)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT - PROACTIVE	\$ 14,239.41		
GRAPHICS - GHOST - ONSITE	\$ 810.00		
*** LEAVE PASADENA OFF REAR ***			
**** CENTER POLICE ON REAR ***			
GRAPPLER KIT - TAHOE	\$ 5,797.00		

Total of C. Unpublished Options: \$ **20,846.41**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: 2026 MY ADJUST \$ **2,181.00**
- G. Additional Delivery Charge: 77 miles \$ **154.00**
- H. Subtotal: \$ **76,590.46**
- I. Quantity Ordered 1 x H = \$ **76,590.46**
- J. Trade in: \$ **-**
- K. Total Purchase Price \$ **76,590.46**

QUOTE

AGENCY PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 TAHOE - DARK ASH		
SO-ENFWBTAHDUO	1	21- TAHOE INTERIOR DUO BAR	\$ 1,023.33	\$ 1,023.33
SO-ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W-SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W-SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
C3-MTS835MCRABA	1	REAR LIGHTSTICK	\$ 779.01	\$ 779.01
SO-ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO-ETSSLFVBK13	1	AFTERSHOCK BRACKET	\$ 49.55	\$ 49.55
SO-ENT3B3RBW	2	R/W UNDER MIRROR INTERSECTORS	\$ 198.12	\$ 396.24
SO-PMP2BKUMB5-D	1	LH BRKT	\$ 26.65	\$ 26.65
SO-PMP2BKUMB5-P	1	RH BRKT	\$ 26.65	\$ 26.65
SO-EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
LIC PLATE LIGHTS WHITE IN REVERSE				
SO-PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO-EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO-PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO-EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SO-EMPS2STS5RBW	4	MPOWER RBW- RUNNING BOARD LAMPS	\$ 130.88	\$ 523.52
SET-BK2169TAH25	1	SETINA LIGHTED PUSHBUMPER	\$ 870.91	\$ 870.91
RED/BLUE MPOWER (FRONT)				
RED/WHITE DR. SIDE				
BLUE/WHITE PASS. SIDE				
				\$ -
PP-2025TAHFS	1	2025 TAHOE PLASTIX PLUS FULL SIZE CONSOLE	\$ 751.80	\$ 751.80
425-3818	2	MAGNETIC MIC CLIP	\$ 30.82	\$ 61.64
HAV-C-HDM-204	1	HAVIS HD TELESCOPING POLE	\$ 153.58	\$ 153.58
HAV-C-MD-119	1	HAVIS SLIDE OUT LOCKING SWING ARM	\$ 245.60	\$ 245.60
HAV-C-LP2-USB-BL2	1	USB FACEPLATE	\$ 109.52	\$ 109.52
HAV-C-EB25-MMT-1P	1	RADIO FACEPLATE	\$ 22.04	\$ 22.04
HAV-C-EB40-SO3-1P	1	400 SERIES SIREN FACEPALTE	\$ 25.28	\$ 25.28
				\$ -
475-1675	1	JOTTO SPACE CREATOR PARTITION	\$ 823.24	\$ 823.24
475-1674	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-1682	1	JOTTO CARGO BARRIER	\$ 504.23	\$ 504.23
475-1718	1	REAR WINDOW BARS	\$ 333.84	\$ 333.84
				\$ -
911-CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911-GMPASS	1	PASS THROUGH	\$ 27.00	\$ 27.00
CUST SUPPLIED CAMERA SYSTEM				

labor for camera only				
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 9,489.41
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	38.6	\$ 3,860.00
		MISC LABOR	6.6	\$ 660.00
		GRAND TOTAL		\$ 14,239.41



3

PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA
 Contact: GLEN SEVERS 713.475.7229
 Email: qrsevers@pasadenatx.gov
 Product Description: TAHOE PPV

Prepared by: RICK BROWN
 Phone: 409.659.1555
 Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Date: December 29, 2025

A. Bid Item: 9C1

A. Base Price: \$ **51,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TAHOE PPV	\$ -		EXTERIOR - WHITE	\$ -
	5.3L V8 ENGINE	\$ -		INTERIOR - BLACK	
	POWER WINDOW / LOCKS	\$ -		CLOTH 40 / 0 / 40 FRONT	
	RUNNING BOARDS	\$ -		VINYL BENCH SECOND	
	REAR VIEW CAMERA	\$ -	7X3	DRIVERS SIDE SPOTLIGHT	\$ 800.00
	BLUETOOTH	\$ -	6N5	REAR WINDOW INOP	\$ 57.00
6c7	FRONT AUX DOME LIGHT	\$ 170.00	PQA	FL SAFETY PACKAGE	\$ 395.00
6N6	REAR DOOR LOCK INOP	\$ 62.00		SEATBELT EXTENDERS X2	
UN9	RADIO SUPPRESSION PACKAGE	\$ 95.00			

Total of B. Published Options: \$ **1,579.00**

Published Option Discount (5%) \$ **(78.95)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT - DWI	\$ 20,230.13		
GRAPHICS - ONSITE	\$ 810.00		

Total of C. Unpublished Options: \$ **21,040.13**

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: 2026 MY ADJUST \$ **2,181.00**
- G. Additional Delivery Charge: 77 miles \$ **154.00**
- H. Subtotal: \$ **76,784.18**
- I. Quantity Ordered 1 x H = \$ **76,784.18**
- J. Trade in: \$ -
- K. Total Purchase Price \$ **76,784.18**

QUOTE

AGENCY

PASADENA

DATE QUOTED

29-Dec-25

SALESMAN

RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 TAHOE		
SO-ENFWBTAHDUO	1	21- TAHOE INTERIOR DUO BAR	\$ 1,023.33	\$ 1,023.33
		QSF021877		
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO.ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO.ETSSLFVBK13	1	AFTERSHOCK BRACKET	\$ 49.55	\$ 49.55
SO.ENT3B3RBW	2	R/W UNDER MIRROR INTERSECTORS	\$ 178.56	\$ 357.12
SO.PMP2BKUMB5-D	1	LH BRKT	\$ 26.65	\$ 26.65
SO.PMP2BKUMB5-P	1	RH BRKT	\$ 26.65	\$ 26.65
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
		LIC PLATE LIGHTS WHITE IN REVERSE		\$ -
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
		ACTIVATE WIG WAGS	\$ 79.93	\$ -
SET.BK2169TAH25	1	SETINA LIGHTED PUSHBUMPER	\$ 870.91	\$ 870.91
		RED/BLUE MPOWER (FRONT)		
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
SO.EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO.PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO.EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SO-EMPAK018PN	1	MPOWER SPOILER LAMPS R/A B/A	\$ 1,320.41	\$ 1,320.41
		QSF # 111237		
PP.2025TAH	1	2025 TAHOE PLASTIX PLUS CONSOLE	\$ 751.80	\$ 751.80
425-3818	2	MAGNETIC MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-EB25-MMT-1P	1	RADIO FACEPLATE	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPALTE	\$ 25.28	\$ 25.28
475-1675	1	JOTTO SPACE CREATOR PARTITION	\$ 823.24	\$ 823.24
475-1674	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-1743	1	JOTTO CARGO BARRIER & PRIS SEAT	\$ 1,374.08	\$ 1,374.08
475-1718	1	REAR WINDOW BARS	\$ 333.84	\$ 333.84
911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.GMPASS	1	PASS THROUGH	\$ 27.00	\$ 27.00
UNI.219076-0002	1	DRIVERS SIDE LED SPOTLIGHT	\$ 277.20	\$ 277.20
UNI.8996	1	SPOTLIGHT BRACKET	\$ 42.00	\$ 42.00

	2	SEAT BELT EXTENDERS	INC	
		CUST SUPPLIED CAMERA SYSTEM		
STA.DSR2X	1	STALKER DSR 2X RADAR	\$ 3,931.20	\$ 3,931.20
STA-155221100	1	STALKER SEPERATION CABLE	\$ 96.90	\$ 96.90
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 14,680.13
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
		HOURS		
		LABOR	47.2	\$ 4,720.00
		MISC LABOR	6.0	\$ 600.00
		GRAND TOTAL		\$ 20,230.13



4

PRODUCT PRICING SUMMARY
 TIPS USA 240901 TRANSPORTATION VEHICLES
 VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS 713.475.7229 Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN_SILSBEEFLEET@GMAIL.COM
 Product Description: TAHOE PPV Date: December 29, 2025

A. Bid Item: 9C1 A. Base Price: **\$ 51,909.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TAHOE PPV	\$ -		EXTERIOR - WHITE	\$ -
	5.3L V8 ENGINE	\$ -		INTERIOR - BLACK	
	POWER WINDOW / LOCKS	\$ -		CLOTH 40 / 0 / 40 FRONT	
	RUNNING BOARDS	\$ -		VINYL BENCH SECOND	
	REAR VIEW CAMERA	\$ -	7X3	DRIVERS SIDE SPOTLIGHT	\$ 800.00
	BLUETOOTH	\$ -	6N5	REAR WINDOW INOP	\$ 57.00
6c7	FRONT AUX DOME LIGHT	\$ 170.00	PQA	FL SAFETY PACKAGE	\$ 395.00
6N6	REAR DOOR LOCK INOP	\$ 62.00		SEATBELT EXTENDERS X2	
UN9	RADIO SUPPRESSION PACKAGE	\$ 95.00			

Total of B. Published Options: **\$ 1,579.00**

Published Option Discount (5%) **\$ (78.95)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT	\$ 15,350.64		
GRAPHICS - STANDARD	\$ 810.00		
GRAPPLER KIT - TAHOE	\$ 5,797.00		

Total of C. Unpublished Options: **\$ 21,957.64**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: 2026 MY ADJUST **\$ 2,181.00**

G. Additional Delivery Charge: 77 miles **\$ 154.00**

H. Subtotal: **\$ 77,701.69**

I. Quantity Ordered 1 x H = **\$ 77,701.69**

J. Trade in: **\$ -**

K. Total Purchase Price **\$ 77,701.69**

QUOTE

AGENCY PASADENA
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
BOMB TECH/ TRAFFIC ADVISOR	1	2026 TAHOE		
SO-ENFWBTAHDUO	1	21- TAHOE INTERIOR DUO BAR	\$ 1,023.33	\$ 1,023.33
SO-ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.84	\$ 575.84
W-SA315U	1	100W SPEAKER	\$ 193.50	\$ 193.50
W-SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO-ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO-ETSSLFVBK13	1	AFTERSHOCK BRACKET	\$ 49.55	\$ 49.55
SO-ENT3B3RBW	2	R/W UNDER MIRROR INTERSECTORS	\$ 198.12	\$ 396.24
SO-PMP2BKUMB5-D	1	LH BRKT	\$ 26.65	\$ 26.65
SO-PMP2BKUMB5-P	1	RH BRKT	\$ 26.65	\$ 26.65
SO-EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
LIC PLATE LIGHTS WHITE IN REVERSE				
SO-PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
ACTIVATE WIG WAGS				
SO-EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO-PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO-EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SO-EMPS2STS5RBW	4	MPOWER RBW- RUNNING BOARD LAMPS	\$ 130.88	\$ 523.52
SO-EMPAK018PN	1	MPOWER SPOILER LAMPS R/A B/A	\$ 1,320.41	\$ 1,320.41
QSF # 111237				
SET-BK2169TAH25	1	SETINA LIGHTED PUSHBUMPER	\$ 841.82	\$ 841.82
RED/BLUE MPOWER (FRONT)				
RED/WHITE DR. SIDE				
BLUE/WHITE PASS. SIDE				
				\$ -
PP-2025TAHFS	1	2025 TAHOE PLASTIX PLUS FULL SIZE CONSOLE	\$ 751.80	\$ 751.80
425-3818	2	MAGNETIC MIC CLIP	\$ 28.80	\$ 57.60
HAV-C-HDM-204	1	HAVIS HD TELESCOPING POLE	\$ 158.76	\$ 158.76
HAV-C-MD-119	1	HAVIS SLIDE OUT LOCKING SWING ARM	\$ 245.60	\$ 245.60
HAV-C-LP2-USB-BL2	1	USB FACEPLATE	\$ 109.52	\$ 109.52
HAV-.C-EB25-MMT-1P	1	RADIO FACEPLATE	\$ 22.04	\$ 22.04
HAV-C-EB40-SO3-1P	1	400 SERIES SIREN FACEPALTE	\$ 25.28	\$ 25.28
911-CH15			\$ 518.40	\$ 518.40
911-GMPASS			\$ 27.00	\$ 27.00
W-60CREGCS			\$ 185.76	\$ 185.76
STA-DUALSL			\$ 2,008.80	\$ 2,008.80
STA-155221100			\$ 96.90	\$ 96.90

CUST SUPPLIED CAMERA SYSTEM				
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 10,520.64
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	39.7	\$ 3,970.00
		MISC LABOR	6.3	\$ 630.00
		GRAND TOTAL		\$ 15,350.64



13

PRODUCT PRICING SUMMARY
 240901 TIPS USA TRANSPORTATION VEHICLES
 VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA
 Contact: GLEN SEVERS 713.475.7229
 Email: grsevers@pasadenatx.gov
 Product Description: CHEVROLET TRAVERSE

Prepared by: RICK BROWN
 Phone: 409.659.1555
 Email: RBROWN.SILSBEEFLEET@GMAIL
 Date: December 29, 2025

A. Bid Item: 1nb56 A. Base Price: **\$ 38,423.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET TRAVERSE Z71	\$ 8,100.00		EXTERIOR - SANDSTONE GRAY	\$ -
LKO	2.5L TURBO	\$ -	HQC	INTERIOR - BLACK / TORCH RED	\$ -
	8 SPEED TRANSMISSION	\$ -		7 PASSENGER SEATING	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	BLUETOOTH	\$ -			
	REMOTE START	\$ -			
	18" HIGH GLOSS BLACK WHEELS	\$ -			

Total of B. Published Options: **\$ 8,100.00**

Published Option Discount (5%) **\$ (405.00)**

C. Unpublished Options [not to exceed 25%] \$= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: **\$ -**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: **\$ -**

G. Additional Delivery Charge: 77 miles **\$ 154.00**

H. Subtotal: **\$ 46,272.00**

I. Quantity Ordered 2 x H = **\$ 92,544.00**

J. Trade in: **\$ -**

K. Total Purchase Price **\$ 92,544.00**



14

PRODUCT PRICING SUMMARY
 240901 TIPS USA TRANSPORTATION VEHICLES
 VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: CHEVROLET EQUINOX Date: December 29, 2025

A. Bid Item: 1XP26 A. Base Price: \$ 28,472.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET EQUINOX LT	\$ -		INTERIOR - BLACK CLOTH	
	4 CYL ENGINE W/ AUTOMATIC	\$ -		EXTERIOR -	
	POWER WINDOWS / LOCKS	\$ -		STERLING GRAY X1	
	REAR VIEW CAMERA	\$ -		LAKESHORE BLUE X1	
	AM / FM / BLUETOOTH	\$ -		WHITE X1	
	CHEVROLET SAFETY ASSIST	\$ -			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Unpublished Options [not to exceed 25%] \$= 0.7 %

Description	Bid Price	Options	Bid Price
LEGAL WINDOW TINT	\$ 199.00		

Total of C. Unpublished Options: \$ 199.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 77 \$ 134.75

H. Subtotal: \$ 28,805.75

I. Quantity Ordered 3 x H = \$ 86,417.25

J. Trade in: _____ \$ -

K. Total Purchase Price \$ 86,417.25



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PRODUCT PRICING SUMMARY
 240901 TIPS USA TRANSPORTATION VEHICLES
 VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA
 Contact: GLEN SEVERS
 Email: grsevers@pasadenatx.gov
 Product Description: CHEVROLET EQUINOX

Prepared by: RICK BROWN
 Phone: 409.659.1555
 Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Date: December 29, 2025

A. Bid Item: 1XP26 A. Base Price: \$ 28,472.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET EQUINOX LT	\$ -		EXTERIOR - LAKESHORE BLUE	
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR - BLACK CLOTH	
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
	CHEVROLET SAFETY ASSIST	\$ -			

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- F. Contract Price Adjustment: _____
- G. Additional Delivery Charge: 77 \$ 134.75
- H. Subtotal: \$ 28,606.75
- I. Quantity Ordered 1 x H = \$ 28,606.75
- J. Trade in: _____ \$ -
- K. Total Purchase Price \$ 28,606.75



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PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS Phone: 409.659.1555
 Email: GRSEVERS@PASADENATX.GOV Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: SILVERADO 1500 CC Date: December 29, 2025

A. Bid Item: CC10543 A. Base Price: \$ 41,500.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO CUSTOM	\$ 3,200.00		EXTERIOR - RED HOT X1	\$ -
L3B	TURBOMAX 4CYL	\$ -		BLACK X1	\$ -
	POWER WINDOWS / LOCKS	\$ -		STERING GRAY X1	\$ -
	CRUISE CONTROL	\$ -		INTERIOR - BLACK CLOTH	
	POWER WINDOWS / LOCKS	\$ -		SWB / 5 1/2' BED	
	REAR VIEW CAMERA	\$ -			
	CARPET FLOORING	\$ -			
	TRAILER TOW PACKAGE	\$ -			

Total of B. Published Options: \$ 3,200.00

Published Option Discount (5%) \$ (160.00)

C.

Description	Bid Price	Options	Bid Price
EGE WINDOW TINT	\$ 199.00		

Total of C. Unpublished Options: \$ 199.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 44,893.00

I. Quantity Ordered 3 \$ 134,679.00

J. Trade in: _____ \$ -

K. TIPS Administrative Fee (INCLUDED) \$ -

L. Total Purchase Price Including TIPS Fee \$ 134,679.00



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS 713.475.7229 Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL
 Product Description: SILVERADO 1500 CC Date: December 29, 2025

A. Bid Item: CC10543 A. Base Price: \$ **41,500.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO CREW 2WD	\$ -		EXTERIOR - WHITE	\$ -
	CUSTOM MODEL UPGRADE	\$ 2,100.00		INTERIOR - BLACK CLOTH	\$ -
	TURBOMAX ENGINE	\$ -		40/20/40 FRONT SEAT	\$ -
	POWER WINDOWS / LOCKS	\$ -		SWB / 5 1/2' BED	\$ -
	REAR VIEW CAMERA	\$ -	RIA	ALL WEATHER LINERS	\$ 265.00
	AM / FM / BLUETOOTH	\$ -	PCW	TURBOMAX BLACKOUT PACKAGE	\$ 1,925.00
	CARPET FLOORING	\$ -	QAE	AT TIRES	\$ 400.00
	TRAILER TOW PACKAGE	\$ -			

Total of B. Published Options: \$ **4,690.00**

Published Option Discount (5%) \$ **(234.50)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 77 miles \$ **154.00**

H. Subtotal: \$ **46,109.50**

I. Quantity Ordered 1 \$ **46,109.50**

J. Trade in: _____ \$ -

K. _____ \$ -

L. Total Purchase Price \$ **46,109.50**



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PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: GLEN SEVERS 713.475.7229 Phone: 409.659.1555
 Email: grsevers@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: CHEVROLET COLORADO Date: December 29, 2025

A. Bid Item: 12M43 A. Base Price: \$ 39,909.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
14C43	26 COLORADO CREW CAB	\$ -		EXTERIOR -WHITE	\$ -
	4 CYL ENGINE W/ AUTOMATIC	\$ -		INTERIOR - BLACK CLOTH	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	BLUETOOTH	\$ -			
	REAR VIEW CAMERA	\$ -			
	CARPET FLOORING	\$ -			
	POWER MIRRORS				
	4WD UPGRADE	\$ 3,695.00			

Total of B. Published Options: \$ 3,695.00

Published Option Discount (5%) \$ (184.75)

C. Unpublished Options [not to exceed 25%]

\$= 1.9 %

Description	Bid Price	Options	Bid Price
WEATHERTECH FLOOR LINERS	\$ 249.00		
HAVIS PEDESTAL MOUNT PACKAGE (TO BE INSTALLED BY CUSTOMER)	\$ 567.97		

Total of C. Unpublished Options: \$ 816.97

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: MY DISCOUNT \$ (6,212.00)

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 38,178.22

I. Quantity Ordered 3 x H = \$ 114,534.66

J. Trade in: \$ -

K. Total Purchase Price \$ 114,534.66

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

LAKE COUNTRY CHEVROLET INC.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: LAKE COUNTRY CHEVROLET INC.

Vendor Address: 2152 NORTH WHEELER STREET

City: JASPER State: TX Zip Code: 75951

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 512.436.1313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: *Seth Gamblin* Date: 10/13/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 11/21/2024

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

20 NO: 2026-

CAPTION: An ordinance to amend ordinance 2022-219. On January 10, 2023, the County entered into a Joint Participation Interlocal Agreement with the City to construct the Jackson Street Bridge and Phase I of the hike and bike trail along Vince Bayou Greenway (the "Master Agreement").

The County and City now desire to amend the Master Agreement for the first time ("First Amendment") for the purpose of adding Houston Parks Board to the Master Agreement to advertise for and receive bids for construction of the Project.

Houston Parks Board warrants and represents that it is willing and capable of providing the services.

RECOMMENDATIONS & JUSTIFICATION: The Parks and Recreation Department applied for the Harris County Precinct 2 Partnership grant and was awarded a 50% match to the Vince Bayou Greenway Project Phase 1 in partnership with the Pasadena Economic Development Corporation and Houston Parks Board. Houston Parks Board is well equipped to manage the bidding process allowing us to efficiently move forward.

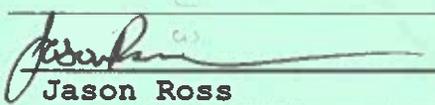
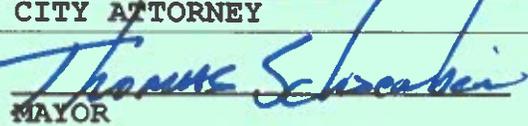
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

		COUNCIL ACTION	
 Jason Ross DATE: 1/8/26		FIRST READING:	FINAL READING:
_____ BUDGET DEPARTMENT		_____ MOTION	_____ MOTION
_____ PURCHASING DEPARTMENT		_____ SECOND	_____ SECOND
APPROVED:			
 CITY ATTORNEY		_____ DATE	_____ DATE
 MAYOR		DEFERRED: _____	

ORDINANCE NO. 2026-_____

An Ordinance to amend Ordinance 2022-219, by which the City of Pasadena and Harris County entered into a Joint Participation Interlocal Agreement to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement").

WHEREAS, the City of Pasadena authorized by Ordinance 2022-219 the Joint Participation Interlocal Agreement with Harris County to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement");

WHEREAS, Harris County and the City of Pasadena now desire to amend the Master Agreement for the first time ("First Amendment") for the purpose of adding Houston Parks Board to the Master Agreement to advertise for and receive bids for construction of the Project;

WHEREAS, Houston Parks Board warrants and represents that is it willing and capable of providing the services;

WHEREAS, the Parks and Recreation Department, applied for the Harris County Precinct 2 Partnership Projects grant and was awarded a 50% match to the Vince Bayou Greenway Project Phase 1 and the Houston Parks Board is well equipped to manage the bidding process allowing City to efficiently move forward; NOW THEREFORE

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

SECTION 1. That the City Council hereby adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the amendment of the Joint Participation Interlocal Agreement with Harris County authorized and approved by Ordinance 2022-219, to construct the Jackson Street Bridge and Phase 1 of the Hike and Bike Trail along Vince Bayou Greenway (the "Master Agreement"), in accordance with the terms and conditions hereof and as shown on the First Amendment to the Agreement Between Harris County and City of Pasadena, attached hereto, incorporated by reference herein and designed as Exhibit "A".

SECTION 3. That the City Council finds that such amendment is reasonable and necessary and the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract documents and counterparts thereof.

SECTION 4. That all ordinances in force when this Ordinance becomes effective which are inconsistent with, or in conflict with this Ordinance are hereby expressly repealed insofar as said ordinances are inconsistent with or are in conflict with this Ordinance.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
CITY OF PASADENA**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through the Engineering Department (“Department”), City of Pasadena (“City”) a corporation doing business under the laws of the State of Texas, and the Houston Parks Board LGC, Inc. (“HPBLGC”), a nonprofit local government corporation, organized existing under the laws of the State of Texas, acting by and through its manager, The Houston Parks Board (“HPB”), a local 501(c)(3) non-profit corporation organized under the laws of the State of Texas. County, City, and HPBLGC are each known individually as “Party” and collectively as “Parties.”

Recitals

On January 10, 2023, the County entered into a Joint Participation Interlocal Agreement with the City to construct the Jackson Street Bridge and Phase I of the hike and bike trail along Vince Bayou Greenway for the Department (the “Master Agreement”).

The County and City now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding HPBLGC to the Master Agreement to advertise for and receive bids for construction of the Project.

HPBLGC warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) SECTION 1.A.(v)

Section 1.A.(v) of the Master Agreement is hereby amended to read as follows:

Upon approval by the County of the PS&E, HPBLGC will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to Harris County Road Law.

3) SECTION 1.A.(vi)

Section 1.A.(vi) of the Master Agreement is hereby amended to read as follows:

Upon receipt of bids for the construction of the Project, the HPBLGC shall determine the lowest and best bidder and provide the bids to the County with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the HPBLGC.

4) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

5) EXECUTION, MULTIPLE COUNTERPARTS

This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

[EXECUTION PAGE FOLLOWS]

CITY OF PASADENA

By: _____
Name: _____
Title: _____
Date: _____

HOUSTON PARKS BOARD LGC, INC.

By: _____
Name: _____
Title: _____
Date: _____

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: _____
Paul M. La Raia
Assistant County Attorney
C.A. File No.: 25GEN3362

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
MASTER AGREEMENT WITH THE CITY OF PASADENA AND HOUSTON
PARKS BOARD LGC, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment for the purpose of adding the Houston Parks Board LGC, Inc. to the Master Agreement to advertise for and receive bids for construction of the Project of the Master Agreement. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



Commissioner Adrian Garcia
Harris County Precinct 2
Community Assistance Line 713-274-2222

June 7, 2022

The Honorable Jeff Wagner
Mayor, City of Pasadena
1149 Ellsworth Drive
Pasadena, Texas 77506

Dear Mayor Wagner:

I am pleased to inform you that the Vince Bayou Greenway Project has been selected for funding through the Precinct 2 Partnership Program in the amount of \$2,315,822.68 for the County Short Fiscal Year 2022. Harris County Precinct 2 will be the lead on this project.

Congratulations and thank you for submitting this project for partnership consideration. My Director of Engineering, Faustino Benavidez will be in communication with your office regarding next steps.

Sincerely,

Commissioner Adrian Garcia
Harris County Precinct 2

**Harris County, Texas****Commissioners Court**

Request for Court Action

File #: 23-0143

Agenda Date: 1/10/2023

Agenda #: 54.

Department: County Engineer

Department Head/Elected Official: Milton Rahman, PhD., P.E., PMP, CFM, County Engineer

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): 23102MF2RA01

Vendor/Entity Legal Name (if applicable): City of Pasadena, Texas

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Request Summary (Agenda Caption):

Request for approval to execute a Joint Participation Interlocal Agreement with the City of Pasadena to construct the Jackson Street Bridge and Phase I of the Hike and Bike Trail along Vince Bayou Greenway and all related appurtenances, UPIN 23102MF2RA01, Precinct 2.

Background and Discussion:

The proposed improvements will provide for the replacement of the aging Jackson Street Bridge; and pedestrian access to existing amenities, including Pasadena Highlands Park, the future City of Pasadena Community Gardens, and seven nearby schools. The trail alignment seeks to provide a safe and accessible greenway for users of all ages and abilities

Expected Impact:

These improvements are aligned with the goals of providing safe routes for pedestrians and bicyclists, promoting physical fitness and benefitting all segments of the community

Alternative Options:

A lack of funding will prevent improvements being made as there are no other available funding sources.

Alignment with Goal(s):

- Justice and Safety
- Economic Opportunity
- Housing
- Public Health
- Transportation
- Flooding

Presented to Commissioners Court

January 10, 2023

Approve: G/R

File #: 23-0143

Agenda Date: 1/10/2023

Agenda #: 54.

- Environment
- Governance and Customer Service

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken

Location:

Address (if applicable): 500 West Jackson Avenue to 501 West Harris Street, Pasadena, Texas

Precinct(s): Precinct 2

Fiscal and Personnel Summary			
Service Name			
	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT write values in thousands or millions)			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$2,315,822.68	\$	\$
Total Incremental Expenditures	\$2,315,822.68	\$	\$
Funding Sources (do NOT write values in thousands or millions)			
Existing Budget			
Other	\$2,315,822.68	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$2,315,822.68	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$2,315,822.68	\$	\$
Personnel (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

Anticipated Court Date: January 10, 2023

Anticipated Implementation Date (if different from Court date):

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

File #: 23-0143

Agenda Date: 1/10/2023

Agenda #: 54.

Contact(s) name, title, department: Peter Davies, Precinct 2 Coordinator, Harris County Engineering Department

Attachments (if applicable): Agreement

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of Pasadena** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct the Jackson Street Bridge and Phase I of the hike and bike trail along Vince Bayou Greenway, (“Project”) as generally illustrated on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. City’s Responsibilities

- (i) The City will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates (“PS&E”) for the construction of the Project.
- (ii) Upon completion of the PS&E the City will submit the PS&E to the County for review and approval.
- (iii) The City shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Project.
- (iv) The City shall be responsible for all utility relocation efforts including pipelines.
- (v) Upon approval by the County of the PS&E, the City will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to Harris County Road Law.

- (vi) Upon receipt of bids for the construction of the Project the City shall determine the lowest and best bidder and provide the bids to the County with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the City.
- (vii) Upon award of a contract for construction of the Project, the City will:
 - (a) Provide an invoice to the County for their cost share percentage for construction of the project in accordance with Section 2 of this agreement; and
 - (b) Manage and inspect the day-to-day construction of the Project, including construction materials testing ("CMT") in a manner similar to that of other City construction projects; and
 - (c) Through its contractor, construct the Project in accordance with the PS&E approved by the County. The City may make minor changes in the PS&E through change(s) in contract ("CIC") that the City deems to be necessary or desirable during the construction of the Project, so long as the original scope and intent of the Project is maintained.
- (viii) Upon completion of the construction of the Project, the City shall:
 - (a) Provide an opportunity for the County to participate in a final walk-through and preparation of a punch list in regards to the construction of the Project; and
 - (b) Provide a statement of final accounting to the County detailing all construction costs incurred and identify amount(s) to be invoiced or refunded to the County; and
 - (c) Assume full responsibility for the ongoing maintenance and repairs of the Project

B. County's Responsibilities

- (i) County will review the PS&E provided by the City and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.
- (ii) Upon receipt of the bids and award recommendation from the City for construction of the Project, the County will:
 - (a) Review the bids and provide concurrence for award of the construction contract to such lowest and best bidder within five (5) business days. If the County does not provide a response on the construction contract award recommendation within five (5) business days from its receipt of the recommendation, then the recommendation submitted to the County will be deemed approved; and
 - (b) Remit payment to the City for the County Funding Share for construction of the Project in accordance with Section 2 of this agreement.

- (iii) Upon completion of the construction of the Project, the County shall participate in a final walk-through and inspection of the Project.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide and not to exceed \$2,315,822.68 (50%) of the construction cost ("County Funding Share") necessary for the construction of the Project and the City agrees to provide \$2,315,822.68 (50%) of the construction cost necessary for the construction of the Project as generally illustrated on Exhibit B attached hereto and incorporated herein by reference.
- B. The County agrees to provide payment to the City within thirty (30) business days of receipt of the invoice.
- C. Parties agree that any construction costs incurred during the construction of the project or other work to be performed under this Agreement in excess of the construction contract award amount shall be funded by the City.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project or the City's receipt of all payments due from the County under this Agreement, whichever occurs later ("Term").
- B. This Agreement may be terminated by the City before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.
- C. Should the Agreement be terminated after construction is initiated but before Project completion, the payment will be prorated based on the amount of construction completed. The City shall return any unused funds to the County within thirty (30) business days.

Section 4. Miscellaneous

- A. **Non-Assignability.** The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party
- B. **Notice.** Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Pasadena
1104 Parkside
Pasadena, Texas 77502
Attention: Tammy Delossantos
Email: tdelossantos@pasadenatx.gov

Additional Contact: Jed Aplaca
Email: japlaca@pasadenatx.gov

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County or City with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- F. No Personal Liability; No Waiver of Immunity.
- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not

create any personal liability on the part of any officer, director, employee, or agent of the County or the City.

- (2) The Parties agree that no provision of this Agreement extends the County's or City's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County or the City of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County and City agree there shall be no binding arbitration to address any issues that may arise out of this Agreement, nor does either Party waive its right to a jury trial.

I. Contract Construction.

- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

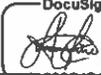
K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

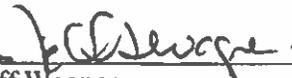
M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

HARRIS COUNTY

DocuSigned by:

By: _____
Lina Hidalgo
County Judge

CITY OF PASADENA

By:  _____
Jeff Wagner
Mayor

APPROVED AS TO FORM:

ATTEST

CHRISTIAN D. MENEFEE
County Attorney

By:  _____
Secretary

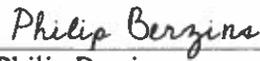
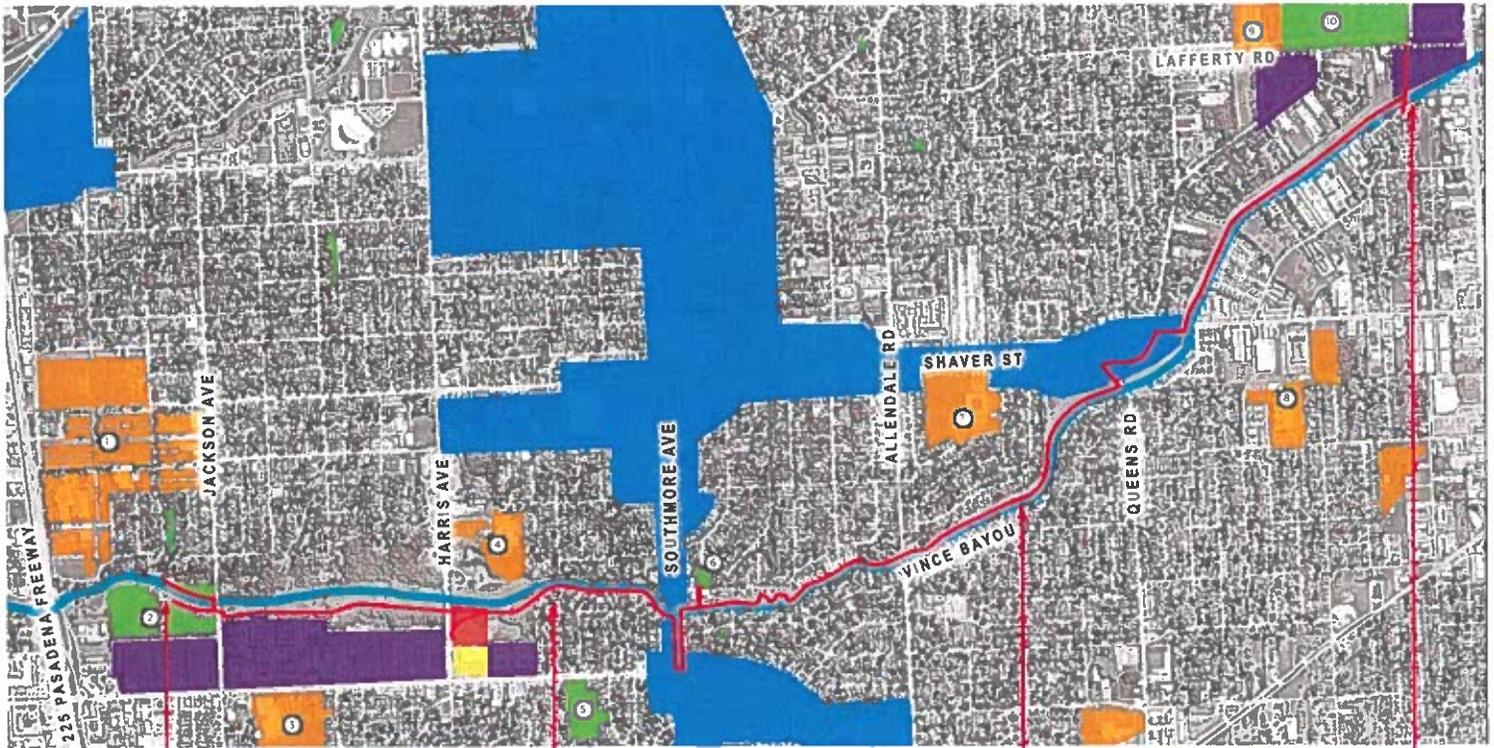
By:  _____
Philip Berzins
Assistant County Attorney
CAO File No.: 22GEN3261

EXHIBIT 'A'



PHASE 1	Project Limits Phase 1 and Jackson St Bridge - Estimated Cost \$4,631,645.36	PHASE 2	PHASE 3
PHASE 1 LENGTH 1.4 MILES		PHASE 2 LENGTH 0.8 MILES	PHASE 3 LENGTH 1.5 MILES
PHASE 1 COST \$2,645,000		PHASE 2 COST \$2,391,000	PHASE 3 COST \$2,064,000
JACKSON ST BRIDGE \$1,700,000			KALMER ST BRIDGE \$1,500,000

- LEGEND**
- TRAIL ALIGNMENT
 - PARK
 - SCHOOL
 - JOB CENTER
 - FUTURE COMMUNITY GARDEN
 - MULTI-FAMILY
 - GROCERY

- 1 PASADENA HIGH SCHOOL
- 2 MEMORIAL PARK
- 3 RICHEY ELEMENTARY SCHOOL
- 4 FELIX MORALES ELEMENTARY SCHOOL
- 5 SUNSET PARK
- 6 PASADENA HIGHLANDS PARK
- 7 SOUTH SHAVER ELEMENTARY SCHOOL
- 8 L.F. SMITH ELEMENTARY SCHOOL
- 9 STRAWBERRY PARK
- 10 BAILEY ELEMENTARY SCHOOL

ALIGNMENT GOALS - The proposed alignment provides pedestrian access to existing amenities, including Pasadena Highlands Park, the future City of Pasadena Community Gardens, and seven nearby schools. The trail alignment seeks to provide a safe and accessible greenway for users of all ages and abilities.

Prepared By: P. Davies, HCED

ILA Request–City of Pasadena
Vince Bayou Greenway
Harris County Precinct 2

July 19, 2022

<i>Item</i>	<i>Amount</i>	<i>Notes</i>
City of Pasadena Share	\$ 2,315,822.68	
Harris County Share	2,315,822.68	NOT TO EXCEED
Totl Project Cost	\$ 4,631,645.36	

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on January 10, 2023, with all members present except Judge Hidalgo.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF PASADENA TO CONSTRUCT THE JACKSON STREET BRIDGE AND PHASE I OF THE HIKE AND BIKE TRAIL ALONG VINCE BAYOU GREENWAY AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Ramsey seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commissioner Ellis

~~The County Judge~~ thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

- The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and the City of Pasadena to construct the Jackson Street Bridge and Phase I of the hike and bike trail along Vince Bayou Greenway and all related appurtenances in Harris County Precinct 2.
- All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

January 10, 2023

Approve: **G/R**

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

2E NO: 2026-

CAPTION: AGREEMENT WITH LJA ENGINEERING, INC. FOR GEOGRAPHIC INFORMATION SYSTEMS SERVICES FOR A TOTAL APPROPRIATION OF \$180,000.00.

RECOMMENDATIONS & JUSTIFICATION: APPROVE AGREEMENT WITH LJA ENGINEERING, INC. FOR ASSISTANCE WITH ESRI ENTERPRISE MANAGEMENT SUPPORT, UTILITY WS&D GIS MAPPING & LOCATION VERIFICATION, EMERGENCY OPERATIONS, AND GENERAL CITY SERVICES SUPPORT.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION:

See attached Certification

<u>Robin S. Green, Jr.</u>	COUNCIL ACTION	
Robin S. Green, Jr. DATE: 1/15/2026 REQUESTING PARTY (TYPED)	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
<u>Car Brong</u> CITY ATTORNEY	DATE	DATE
<u>Thomas Schabin</u> MAYOR	DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$180,000.00

DEPARTMENT NO: 14100

ACCOUNT NO. 7107

TASK NO.

CIP NO.

PROJECT DESCRIPTION: Agreement with LJA Engineering for geographic information systems services.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
Interim City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and LJA Engineering, Inc. for Geographic Information Systems services for a total appropriation of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00).

WHEREAS, LJA Engineering, Inc. will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, LJA Engineering, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of LJA Engineering, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, agreement with LJA Engineering, Inc. will be for assistance with ESRI Enterprise Management Support, Utility WS&D GIS Mapping & Location Verification, Emergency Operations, and General City Services Support; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose;

NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and LJA Engineering, Inc. for Geographic Information Systems services for the City of Pasadena, for a total appropriation of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00), is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment out of Account No. 14100-7107 in the amount of One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00) for such contract; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate

of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER" and LJA Engineering, Inc., hereinafter called "CONSULTANT".

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

Geographical Information Systems Services For the City of Pasadena, Texas

WITNESSETH, that this Agreement deals with providing professional services related to assisting the OWNER in regulatory compliance, grant assistance and related services in the City of Pasadena.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The CONSULTANT shall render the following services in connection with the Project(s):

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services which include:

Scope of Services

LJA will provide GIS support services to assist the City of Pasadena in a variety of GIS related tasks. LJA will be on-call to specifically support the city's GIS staff, utility operations, public infrastructure, the Emergency Operations Center (EOC), permits & licensing, and the planning department.

LJA will provide these services on a Time and Material basis.

On-Call Support Services

LJA will provide support services as generally described below.

ESRI Enterprise Management Support - \$30,000.00 (T&M)

Anticipated GIS Services include, but are not limited to, the following.

- ArcGIS Enterprise Management
- ArcGIS Database Management
- User Accounts and Application Access
- SDE Database Management
- Connected and Supporting Systems
- ESRI based mobile applications
- ArcGIS suite of technologies

Utilities (Water, Sanitary and Drainage) - \$80,000.00 (T&M)

Anticipated GIS Services include, but are not limited to, the following.

WS&D GIS mapping

- Review of existing utility infrastructure
- Identification of gaps
- Attribute confirmation (size and material)
- Design plan mapping
- Utility Schema
- Sewer capacity
- Maintenance Tracking

Location Verification

- Verification opportunities

Emergency Operations Center - \$30,000.000 (T&M)

Anticipated GIS Services include, but are not limited to, the following.

- Address and street data compliance
- Address and street data interchange with dispatch software
- Damage Assessment mobile applications
- Debris Management mobile applications
- Hydrant locations

General City Services Support - \$40,000.00 (T&M)

Anticipated GIS Services include, but are not limited to, the following.

- Catalog of existing and proposed structures
- Industrial Districts identification
- Annexation and annexation opportunities
- Land Use mapping
- Permitting support
- Sidewalk program – identification
- Citizen Engagement

SECTION III

TIME FOR PERFORMANCE

The CONSULTANT shall complete the services called for in Section II of this Agreement between February 17, 2026 through September 30, 2026.

SECTION IV

THE CONSULTANT’S COMPENSATION

For and in consideration of the services rendered by the CONSULTANT, the OWNER shall pay to the CONSULTANT a not to exceed reimbursable amount of **\$180,000.00**. Payment shall be based on the CONSULTANT’s estimate of the proportion of the total service actually completed at the time of billing. Costs for above tasks are broken down as follows:

Scope Items	Budget
ESRI Enterprise Management Support	\$ 30,000.00
Utilities (Water, Sanitary and Drainage)	\$ 80,000.00
Emergency Operations Center	\$ 30,000.00
General City Services Support	\$ 40,000.00
	\$ 180,000.00

Table: Labor Rates and Expenses

Classification	Lowest Rate	Highest Rate
Department Head (VP, Division Manager)	\$225.00	\$295.00
Director	\$210.00	\$285.00
Project Manager	\$150.00	\$235.00
GIS Developer	\$100.00	\$190.00
GIS Analyst	\$70.00	\$125.00

SECTION V

TERMINATION

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VI

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

LJA Engineering, Inc.
Attn: George Culver
gculver@lja.com
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
Attn: Robin S. Green, Jr.
1149 Ellsworth Drive
Pasadena, Texas 77506

SECTION VII

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION VIII

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and CONSULTANT's performance.

SECTION IX

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The OWNER shall be the absolute and unqualified OWNER of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the CONSULTANT with the same force and effect as if the OWNER prepared the same. Copies of all complete or partially completed mylar reproductions, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT's sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION X

INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE CONSULTANT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE OWNER, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE OWNER AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.

SECTION XI

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

SECTION XII

FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inability's of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XIII

ANTI-BOYCOTT

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of consultant verifies that: (1) the CONSULTANT does not boycott Israel, and (2) the CONSULTANT will not boycott Israel during the term of this AGREEMENT.

SECTION XIV

ADDITIONAL AUTHORIZED SERVICES

In the course of this Agreement, the OWNER may require additional services unrelated to the specific Project(s) herein described. The CONSULTANT hereby agrees to undertake additional services for the OWNER in the following manner.

The OWNER will outline a scope of additional services requested. The CONSULTANT will review the outline and prepare an estimate of costs and work products to be delivered in response to the request. The OWNER will appropriate funds and issue a work authorization at which time the CONSULTANT may proceed.

SECTION XV
ENTIRE AGREEMENT

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

This instrument consists of pages 1 to 8 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the ____ day of _____, 2026, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this ____ day of _____, 2026, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

CONSULTANT

LJA ENGINEERING, INC.

Attest/Seal

By:

By:

OWNER

CITY OF PASADENA, TEXAS

Amanda Mueller, City Secretary

Thomas Schoenbein, Mayor

Approved as to form

Cari Brownlee, City Attorney

Lindsay Koskiniemi, City Controller

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

2F NO: 2026-

CAPTION: APPROVE AGREEMENT WITH HR GREEN, INC. FOR ADMINISTRATIVE SERVICES FOR PROCORE DEVELOPMENT FOR A TOTAL APPROPRIATION OF \$144,000.00 TO BE FUNDED FROM ACCOUNT 14100-7107.

RECOMMENDATIONS & JUSTIFICATION: APPROVE PROFESSIONAL SERVICES AGREEMENT.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: COUNCIL DISTRICT(S) AFFECTED: VARIOUS
REQUIRES APPROPRIATION:
See attached Certification

<u>Robin S. Green, Jr.</u> Robin S. Green, Jr. DATE: 1/15/2026 REQUESTING PARTY (TYPED)		COUNCIL ACTION	
		FIRST READING:	FINAL READING:
<u>Sherry Donah</u> BUDGET DEPARTMENT		MOTION	MOTION
		DEFERRED: _____	
PURCHASING DEPARTMENT APPROVED:		SECOND	SECOND
		DATE	
<u>Carl Brown</u> CITY ATTORNEY		DATE	
		DATE	
<u>Thomas Schaefer</u> MAYOR		DATE	
		DATE	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$144,000.00

DEPARTMENT NO: 14100

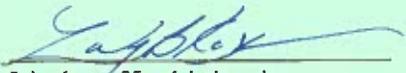
ACCOUNT NO. 001-33180 transfer into 14100-7107

TASK NO.

CIP NO.

PROJECT DESCRIPTION: Agreement with HR Green for Procore Administrative Services.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving an agreement by and between the City of Pasadena, Texas and HR Green, Inc. for Administrative Services for Procore Development for a total appropriation of One Hundred Forty-Four Thousand Dollars and 00/100 (\$144,000.00) to be funded from Account 14100-7107.

WHEREAS, HR Green, Inc. will perform Administrative Services requiring special knowledge and a high order of learning and skill; and

WHEREAS, HR Green, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of HR Green, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose;
NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and HR

Green, Inc. for Administrative Services for Procore Development is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment out of Account No. 14100-7107 in an amount totaling One Hundred Forty-Four Thousand Dollars and 00/100 (\$144,000.00) for such contract; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been

open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER" and HR Green, Inc., hereinafter called "CONSULTANT".

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

Administrative Assistance Services for Procore Development For the City of Pasadena, Texas

WITNESSETH, that this Agreement deals with providing administrative services related to assisting the OWNER in Procore set-up, data entry, and development in the City of Pasadena.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The CONSULTANT shall render the following services in connection with the Project(s):

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services which include:

Scope of Services

HR Green, Inc. will provide administrative support services to assist the City of Pasadena in a variety of Procore-related tasks. HR Green will be on-call to specifically support the city's Public Works department.

HR Green will provide these services on a Time and Material basis.

SECTION III

ADDITIONAL SERVICES AND CHARGES

The CONSULTANT, upon prior written authorization from the OWNER, shall furnish additional services, and the OWNER shall compensate the CONSULTANT the services rendered.

It is expressly understood and agreed that CONSULTANT shall not furnish any additional services without the prior written authorization of the OWNER. The OWNER shall have no obligation to pay for such additional services that have been performed without prior written authorization of the OWNER as hereinabove provided.

The Director of Public Works may authorize the transfer of funds between basic services and additional services, and/or the transfer of funds between the categories of additional services when necessary to continue service, provided the total funds authorized do not exceed the total amount appropriated by City Council.

SECTION IV

TIME FOR PERFORMANCE

The CONSULTANT shall complete the services called for in Section II of this Agreement within 365 days from the Notice to Proceed (NTP).

SECTION V

THE CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by the CONSULTANT, the OWNER shall pay to the CONSULTANT a not to exceed reimbursable amount of **\$144,000.00**. Payment shall be based on the CONSULTANT's estimate of the proportion of the total service actually completed at the time of billing. Costs for above tasks are broken down as follows:

Administrative Assistance for Procore Development				
Task	Avg. Usage	Total time	Rate	Total
Administrative Assistant	55.5hrs/mo.	1000		144
Administrative Assistance for Procore Development				\$144,000.00

SECTION VI

TIME OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the CONSULTANT, shall submit to the Director of Public Works a statement sworn to by the CONSULTANT, in a form acceptable to the Director of Public Works, setting forth the tasks provided for by this Agreement which were completed during such calendar month and the compensation which is due for the same which have not been previously billed or paid. The CONSULTANT shall retain its records available for inspection during regular business hours by officials of the OWNER. The Director of Public Works may review the said statements, and approve them with such modifications as may be deemed appropriate, within 30 days of receipt. The OWNER shall pay each such statement as approved by the Director of Public Works within thirty (30) days after the Director of Public Works approval of the same.

SECTION VII

TERMINATION

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VIII

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

HR Green, Inc.
Attn: Stephen Sparks, PE
ssparks@hrgreen.com
11011 Richmond Avenue, Suite 200
Houston, Texas 77042

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
Attn: Robin S. Green, Jr.
1149 Ellsworth Drive
Pasadena, Texas 77506
Attention: Director of Public Works

SECTION IX

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION X

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and CONSULTANT's performance.

SECTION XI

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The OWNER shall be the absolute and unqualified OWNER of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the CONSULTANT with the same force and effect as if the OWNER prepared the same. Copies of all complete or partially completed mylar reproducibles, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT's sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION XII

INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE CONSULTANT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE OWNER, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE OWNER AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.

SECTION XIII

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

SECTION XIV
FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inability's of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XV
ENTIRE AGREEMENT

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

This instrument consists of pages 1 to 7 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the ____ day of _____, 2026, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this _____ day of _____, 2026, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

CONSULTANT

HR GREEN, INC.

Attest/Seal

By:

By:

OWNER

CITY OF PASADENA, TEXAS

Amanda Mueller, City Secretary

Thomas Schoenbein, Mayor

Approved as to form

Cari Brownlee, City Attorney

Lindsay Koskiniemi, City Controller

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

26 NO: 2026-

CAPTION: APPROVE AGREEMENT WITH HR GREEN, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS DRAINAGE & PAVING AND WATER/WASTE-WATER PROJECTS (CIP # S248, S249, WW103, WW104, WW105 & WW106) FOR A TOTAL APPROPRIATION OF \$1,695,397.50 TO BE FUNDED FROM THE GENERAL FUND BALANCE ACCOUNT AND THE SYSTEM FUND OTHER CHARGES CONTINGENCY.

RECOMMENDATIONS & JUSTIFICATION: APPROVE PROFESSIONAL SERVICES AGREEMENT.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: VARIOUS

REQUIRES APPROPRIATION:

See attached Certification

<u>Robin S. Green, Jr.</u>		COUNCIL ACTION	
Robin S. Green, Jr. DATE: <u>1/15/2026</u>		FIRST READING:	FINAL READING:
REQUESTING PARTY (TYPED)			
<u>Shery Womack</u>			
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<u>CDR. Branley</u>			
CITY ATTORNEY		DATE	DATE
<u>Thomas Schenkein</u>			
MAYOR		DEFERRED:	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: January 15, 2026

AMOUNT: \$1,695,397.50

DEPARTMENT NO: 14100

ACCOUNT NO. 001-33180 (\$1,393,470), 30900-741501 (\$301,927.50)

TASK NO.

CIP NO. S248, S249, WW103, WW104, WW105, WW106

PROJECT DESCRIPTION: Agreement with HR Green for Construction Management and
Inspection Services.

Accounts to be created:

190S248-790796 - \$696,735.00

190S249-790796 - \$696,735.00

390WW103-790989 - \$92,962.50

390WW104-790989 - \$92,962.50

390WW105-790989 - \$92,962.50

390WW106-790989 - \$23,040.00

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and HR Green Inc. for construction management and inspection services of various Drainage & Paving and Water/Wastewater projects (CIP # S248, S249, WW103, WW104, WW105 & WW106) for a total appropriation of One Million Six Hundred Ninety-Five Thousand Three Hundred Ninety-Seven Dollars and 50/100 (\$1,695,397.50) from the General Fund Balance Account and the System Fund Other Charges Contingency Account.

WHEREAS, HR Green, Inc. will perform professional services requiring special knowledge and a high order of learning and skill; and

WHEREAS, HR Green, Inc. has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

WHEREAS, the selection of HR Green, Inc. is in accordance with Section 2254 of the Texas Government Code; and

WHEREAS, said contract with HR Green, Inc. for construction management and inspection services is necessary to preserve or protect the public health or safety of the residents of the City of Pasadena, Texas; and

WHEREAS, the City Controller has certified to the City Council that there is available for appropriation in the hereinafter mentioned Funds a sum sufficient for the purpose herebelow stated; NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and HR Green, Inc. for inspection and construction management services for various CIP projects, is hereby authorized and approved.

SECTION 3. That the City Council finds that such contract is reasonable and necessary, that the fiscal obligation of the City hereunder has heretofore been duly certified for availability of payment out of the Account No. 001-33180 in the amount of One Million Three Hundred Ninety-Three Thousand Four Hundred Seventy Dollars and 00/100 (\$1,393,470.00) and Account No. 30900-741501 in the amount of Three Hundred One Thousand Nine Hundred Twenty-Seven Dollars and 50/100 (\$301,927.50) for a total as described on the attached certification of funds page in the amount of One Million Six Hundred Ninety-Five Thousand Three Hundred Ninety-Seven Dollars and 50/100 (\$1,695,397.50) for such contract; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

CITY OF PASADENA
AMENDMENT TO CIP

DATE: January 15, 2026

DEPARTMENT NO: 14100

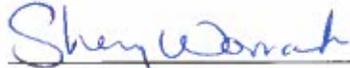
CIP NO.: Various

Project Name: Various

Amendment to 2025-2029 CIP (Ord # 2024-248) as follows:

	Adopted Book & Ordinances	Proposed Change	
<input type="checkbox"/> New Project			
<input type="checkbox"/> Project Name/Description			
			<u>Addition of Const Mgmt & Insp Svcs</u>
<input checked="" type="checkbox"/> Addition to Current Project	\$ -	\$ 696,735.00	S248 Red Bluff Terrace Ph I
	\$ -	\$ 696,735.00	S249 Red Bluff Terrace Ph II
	\$ -	\$ 92,962.50	WW103 Wyatt Lift Station Replacement
	\$ -	\$ 92,962.50	WW104 Hiawatha Lift Station
	\$ -	\$ 92,962.50	WW105 Crestford Lift Station
	\$ -	\$ 23,040.00	WW106 Crenshaw LS Gen Addition
<input type="checkbox"/> Changes in Funding Source			
<input type="checkbox"/> Changes in Funding Year			
<input type="checkbox"/> Over Budget			

Justification/Description: Construction Management and Inspection services are needed to oversee these projects. Red Bluff Terrace Ph I and Ph II are funded by the General Land Office and have a strict schedule to abide by.


 Sherry Womack
 Budget & Financial Planning Director

AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called "OWNER" and HR Green, Inc., hereinafter called "CONSULTANT". and referred to in the masculine pronoun singular whether a person, firm or corporation.

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

**Construction Management and Inspection Services for
Various Drainage & Paving and Water/Wastewater Projects
CIP #S248, S249, WW103, WW104, WW105 & WW106
In the City of Pasadena, Texas**

The CONSULTANT shall provide professional services for general Construction Engineering and Inspection (CEI) services related to the above-mentioned projects.

WITNESSETH, that this Agreement deals with providing professional services necessary for the facilities described herein.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The CONSULTANT shall render the following professional services in connection with the Project(s):

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services which include:

Professional services listed below. The team will develop up to three options for consideration by the City and OWNER:

Construction Engineering and Inspection Services

Resident and Project Engineers are responsible for the following:

- Meetings and briefings
- Schedules – Look Ahead
- Contractor submittals and RFIs
- Change orders
- Estimates and invoices
- Coordination with Design Program Manager (design revisions)
- Review and approval of Daily Work Report

Inspection staff are responsible for the following:

- Measure quantities installed by the contractor and record in a daily report
- Photograph contractor's progress and attach to the daily report
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt, and soils as needed
- Monitor contractor's work for safety violations and report to contractor and supervisor
- Attend meetings that facilitate open communication and problem resolution between the contractor, client, and stakeholders
- Complete final inspections to ensure contract completion and closeout
- Perform other duties as assigned

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall proceed with the professional services which include improvements as stated herein serving the City of Pasadena.

SECTION III

TIME FOR PERFORMANCE

The Project shall be initiated upon authorization. Estimated Project schedule is for a period of construction time stated in the Construction Documents.

This schedule was prepared to include reasonable allowances for review and approval times required by the OWNER and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project required by the OWNER or for delays or other causes beyond the control of CONSULTANT.

SECTION IV

THE CONSULTANT’S COMPENSATION

It is expressly understood and agreed that the “CONSULTANT” shall proceed to furnish the basic engineering services required herein immediately upon execution of this agreement by all parties. Additional services will not proceed without the expressed written authorization by the OWNER or its representative.

For and in consideration of the services rendered by the CONSULTANT, the OWNER shall pay to the CONSULTANT a not to exceed reimbursable amount of **\$1,695,397.50**. Payment shall be based on the CONSULTANT’s estimate of the proportion of the total service actually completed at the time of billing. Costs for above tasks are broken down as follows:

CIP #	Project Name	Amount
S248	Red Bluff Terrace Phase I	\$696,735.00
S249	Red Bluff Terrace Phase II	\$696,735.00
WW103	Wyatt Lift Station	\$ 92,962.50
WW104	Hiawatha Lift Station	\$ 92,962.50
WW105	Crestford Lift Station	\$ 92,962.50
WW106	Crenshaw Lift Station	\$ 23,040.00
	Total Contract Amount:	\$1,695,397.50

The compensation amount was calculated based on the labor rates and direct expense amounts listed in the Labor Rates and Expenses table below.

Table: Labor Rates and Expenses

Classification	Raw Rate	Multiplier	Billing Rate
Principal	\$97.00	3.0	\$291.00
Project Manager	\$93.00	3.0	\$279.00
Construction Manager	\$82.00	3.0	\$246.00
Utility Coordinator	\$75.00	3.0	\$225.00
Project Controls	\$46.00	3.0	\$138.00
Construction Engineer IV	\$75.00	3.0	\$225.00
Construction Engineer III	\$64.00	3.0	\$192.00
Construction Engineer II	\$48.00	3.0	\$144.00
Construction Engineer I	\$39.00	3.0	\$117.00
Construction Technician IV	\$68.00	3.0	\$204.00
Construction Technician III	\$50.00	3.0	\$150.00

Construction Technician II	\$43.00	3.0	\$129.00
Construction Technician I	\$34.00	3.0	\$102.00
Construction Intern	\$22.00	3.0	\$66.00
Direct Expenses			EA
Daily Vehicle Rate			\$90.00/day/vehicle

SECTION V

TERMINATION

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VI

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

HR Green, Inc.
 Attn: Stephen Sparks, PE
ssparks@hrgreen.com
 11011 Richmond Avenue, Suite 200
 Houston, Texas 77042

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
 Attn: Robin S. Green, Jr.
 1149 Ellsworth Drive
 Pasadena, Texas 77506
 Attention: Director of Public Works

SECTION VII

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION VIII

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and CONSULTANT's performance.

SECTION IX

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The OWNER shall be the absolute and unqualified OWNER of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the CONSULTANT with the same force and effect as if the OWNER prepared the same. Copies of all complete or partially completed mylar reproducibles, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT's sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION X

INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE CONSULTANT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING

ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE OWNER, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE OWNER AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.

SECTION XI

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

SECTION XII

FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure", as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inability's of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XIII

ANTI-BOYCOTT

Per Texas Government Code Chapter 2270, the signatory executing this contract on behalf of consultant verifies that: (1) the CONSULTANT does not boycott Israel, and (2) the CONSULTANT will not boycott Israel during the term of this AGREEMENT.

SECTION XIV

ADDITIONAL AUTHORIZED SERVICES

In the course of this Agreement, the OWNER may require additional services unrelated to the specific Project(s) herein described. The CONSULTANT hereby agrees to undertake additional services for the OWNER in the following manner.

The OWNER will outline a scope of additional services requested. The CONSULTANT will review the outline and prepare an estimate of costs and work products to be delivered in response to the request. The OWNER will appropriate funds and issue a work authorization at which time the CONSULTANT may proceed.

SECTION XV

ENTIRE AGREEMENT

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

This instrument consists of pages 1 to 8 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the ____ day of _____, 2026, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this ____ day of _____, 2026, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

HR Green, Inc.

Attest/Seal

By: Stephen Sparks, P.E., Vice President

By: _____, Secretary

OWNER

CITY OF PASADENA, TEXAS

Amanda Mueller, City Secretary

Thomas Schoenbein, Mayor

Approved as to form

Cari Brownlee, City Attorney

Lindsay Koskiniemi, City Controller

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

2H NO: 2026-

CAPTION: AWARD CONTRACT TO D&W CONTRACTORS, INC. FOR THE 2026 ANNUAL PAVING & DRAINAGE IMPROVEMENTS (CIP# D065/S145) FOR A TOTAL APPROPRIATION OF \$2,741,110.00 FROM THE GENERAL CIP FUND BALANCE ACCOUNT AND THE GENERAL FUND BALANCE ACCOUNT.

RECOMMENDATIONS & JUSTIFICATION: STAFF RECOMMENDS AWARD TO THE LOWEST RESPONSIBLE BIDDER.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: ALL

REQUIRES APPROPRIATION:

See attached Certification

Robin S. Green, Jr.

Robin S. Green, Jr. DATE: 1/15/2026
REQUESTING PARTY (TYPED)

COUNCIL ACTION

FIRST READING:

FINAL READING:

MOTION

MOTION

SECOND

SECOND

BUDGET DEPARTMENT

PURCHASING DEPARTMENT

APPROVED:

Can't Blawie

CITY ATTORNEY

DATE

DATE

Thomas Schoeber

MAYOR

DEFERRED: _____

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: January 12, 2026

AMOUNT: \$2,741,110.00

DEPARTMENT NO: 14100

ACCOUNT NO. 190-33180 & 001-33180

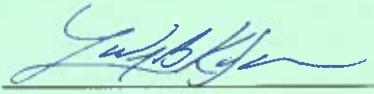
TASK NO.

CIP NO. D065/S145

PROJECT DESCRIPTION: Award 2026 Annual Paving & Drainage Improvements to D&W Contractors, Inc.

D065	
\$ 902,860.00	001-33180
S145	
\$1,750,000.00	190-33180
\$ 88,250.00	001-33180
\$1,838,250.00	(Total Appropriation)

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a contract by and between the City of Pasadena, Texas and D & W Contractors, Inc. for the 2026 Annual Paving and Drainage Improvements Project (CIP #D065/S145) for a total appropriation of Two Million Seven Hundred Forty-One Thousand One Hundred Ten Dollars and No/100 (\$2,741,110.00) from the General CIP Fund Balance Account and the General Fund Balance Account.

WHEREAS, D & W Contractors, Inc. submitted the lowest responsible bid received on December 22, 2025; and

WHEREAS, Staff recommends award to the lowest responsible bidder for paving and drainage improvements to be performed within the city limits of the City of Pasadena, Texas; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose;

NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That that certain contract, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and D & W Contractors, Inc. for the 2026 Annual Paving and Drainage Improvements Project (CIP #D065/S145) to be performed in the city

limits of the City of Pasadena, Texas, in the amount of Two Million Seven Hundred Forty-One Thousand One Hundred Ten Dollars and No/100 (\$2,741,110.00) according to specifications as set forth in notice to bidders and bid/proposal of D & W Contractors, Inc. received pursuant thereto on December 22, 2025, is hereby authorized and approved.

SECTION 3. The City Council finds that such contract is reasonable and necessary and that the fiscal obligation of the City has been duly certified for availability of payment from Account Nos. 190-33180 and 001-33180 in the amount of Two Million Seven Hundred Forty-One Thousand One Hundred Ten Dollars and No/100 (\$2,741,110.00). The Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of

this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



January 9, 2026

Via: E-Mail

Mr. Robin Green, PE
City of Pasadena Director of Public Works
1149 Ellsworth Dr, 5th Floor
Pasadena, TX 77506

Re: Contractor Award Recommendation
City of Pasadena
CIP NO. D065 & NO. S145: 2026 Annual Pavement & Drainage Improvements

Dear Mr. Robin Green, PE:

Bids were publicly opened and read on Monday, December 22nd, 2025, for the above-referenced project. The following is a summary of our bid evaluation.

Bid Tabulation – A copy of the Bid Tabulation is attached. A summary of the total amount for each of the submitted bids with corrected bid totals is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1. Mar-Con Services, LLC	\$2,987,771.40
2. D&W Contractors, Inc.	\$2,741,110.00
3. Brooks Concrete, Inc.	\$2,853,826.00

Bid Discrepancies: There were two bid discrepancies identified in the bid form submitted by D&W Contractors, Inc., which are outlined below. Despite the discrepancies, which increased D&W's overall bid price, D&W remains the lowest bidder. Both bid item quantities have been corrected in the Bid Tab.

1. Bid Item 14: D&W bid 6,000 SY instead of the actual quantity of 6,500 SY.
2. Bid Item 48: D&W bid 150 LF instead of the actual quantity of 100 LF.

DCCM Infrastructure, Inc. has worked with **D&W Contractors, Inc.** on multiple similar projects for the City of Pasadena, generating positive project outcomes without issue. **D&W Contractors, Inc.** is in good standing based on the Engineer of Record's opinion of their professionalism and their work.

DCCM Infrastructure, Inc. recommends that the City of Pasadena award the CIP D065 & S145: 2026 Annual Pavement & Drainage Improvements Project to the low bidder, **D&W Contractors, Inc.** for the amount of \$2,741,110.00. If you have any questions, please contact me or Preston Lott, PE (plott@dccm.com).

Regards,
DCCM Infrastructure, Inc.

Aaron Moore, P.E., ENV SP
Sr. Project Manager
amoore@dccm.com



DCCM INFRASTRUCTURE, INC.
TBPE FIRM NUMBER F-257

cc: Elissa Brown
Mark Gardemal, P.E
Preston Lott, P.E.

**CITY OF PASADENA
December 23, 2025**

City of Pasadena - 1149 Ellsworth Dr., Pasadena, TX 77506

**CIP #D065 & #S145 – 2026 Citywide Drainage &
2026 Citywide Paving**

Bidder	Bid Amount	Date Received	Time Received
Mar - Con Services, LLC.	2,987,771.40	12/22/25	1:11 p.m.
D & W Contractors, Inc.	2,691,110.00	12/22/25	1:19 p.m.
Brooks Concrete	2,853,826.00	12/22/25	3:04 p.m.

ATTENDEES PLEASE SIGN IN

PRINT NAME	Department / Company
Nicole R. Andreno	City Sec / COP
Jess Brooks	BROOKS CONCRETE
Chris Brooks	"
ELYAS MENDOZA	MAR-COM SERVICES, LLC.
Elissa Brown	Engineering / COP



CITY OF PASADENA
 OPINION OF PROBABLE CONSTRUCTION COST
 PROJECT NO.: CIP D065 & S145 - 2026 PAVING & DRAINAGE IMPROVEMENTS
 DATE: JANUARY 09, 2026

					Engineer's Opinion of Probable Cost		BIDDER NUMBER 1 MAR-CON SERVICES, LLC.		BIDDER NUMBER 2 D&W CONTRACTORS, INC.		BIDDER NUMBER 3 BROOKS CONCRETE, INC.	
A Base Unit Bid Items: PAVING												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
1	01502	MOBILIZATION	MO	12	\$ 5,000.00	\$ 60,000.00	\$ 28,880.00	\$ 323,880.00	\$ 2,000.00	\$ 24,000.00	\$ 3,500.00	\$ 42,000.00
2	02233	CLEARING AND GRUBBING / RIGHT OF WAY PREPARATION	MO	12	\$ 5,000.00	\$ 60,000.00	\$ 6,066.80	\$ 73,161.80	\$ 1,000.00	\$ 12,000.00	\$ 2,000.00	\$ 24,000.00
3	02315	ROADWAY EXCAVATION	CY	2,500	\$ 18.00	\$ 45,000.00	\$ 28.30	\$ 85,750.00	\$ 15.00	\$ 37,500.00	\$ 22.00	\$ 55,000.00
4	02713	8" RECYCLED CRUSHED CONCRETE BASE COURSE	TON	489	\$ 40.00	\$ 18,000.00	\$ 73.20	\$ 32,940.00	\$ 15.00	\$ 6,750.00	\$ 40.00	\$ 18,000.00
5	2319, 2336	INSTALL CEMENT STABILIZED SAND SUBGRADE FOR LIMITED AREAS, COMPLETE IN PLACE	SY	1,500	\$ 40.00	\$ 60,000.00	\$ 27.10	\$ 40,650.00	\$ 30.00	\$ 45,000.00	\$ 35.00	\$ 52,500.00
6	02330	LIME STABILIZED SUBGRADE, 8" Depth	SY	8,000	\$ 12.00	\$ 96,000.00	\$ 8.30	\$ 86,400.00	\$ 8.00	\$ 64,000.00	\$ 9.00	\$ 72,000.00
7	02330	LIME SLURRY	TON	240	\$ 375.00	\$ 90,000.00	\$ 373.80	\$ 89,712.00	\$ 400.00	\$ 96,000.00	\$ 335.00	\$ 60,400.00
8	02221	REMOVE CONCRETE PAVEMENT (incl. curb &/or curb and gutter)	SY	3,000	\$ 15.00	\$ 45,000.00	\$ 14.80	\$ 43,800.00	\$ 20.00	\$ 60,000.00	\$ 37.74	\$ 113,220.00
9	02221	REMOVE ASPHALT PAVEMENT (incl. curb &/or curb and gutter)	SY	4,000	\$ 13.00	\$ 52,000.00	\$ 15.30	\$ 61,200.00	\$ 15.00	\$ 60,000.00	\$ 12.00	\$ 48,000.00
10	02221	REMOVE SIDEWALKS & DRIVEWAYS	SY	1,000	\$ 12.00	\$ 12,000.00	\$ 13.30	\$ 13,300.00	\$ 20.00	\$ 20,000.00	\$ 15.00	\$ 15,000.00
11	02752	SAWCUT CONCRETE PAVEMENT, 2" Depth	LF	800	\$ 30.00	\$ 18,000.00	\$ 2.10	\$ 1,280.00	\$ 30.00	\$ 18,000.00	\$ 4.75	\$ 2,850.00
12	02752	SAWCUT CONCRETE PAVEMENT, Full Depth	LF	800	\$ 10.00	\$ 6,000.00	\$ 8.50	\$ 4,960.00	\$ 15.00	\$ 9,000.00	\$ 10.00	\$ 6,000.00
13	02751	8" REINFORCED CONC. P/MT, COMPLETE IN PLACE	SY	400	\$ 70.00	\$ 28,000.00	\$ 80.80	\$ 24,320.00	\$ 60.00	\$ 24,000.00	\$ 60.00	\$ 24,000.00
14	02751	8" REINFORCED CONC. P/MT, COMPLETE IN PLACE	SY	6,500	\$ 80.00	\$ 520,000.00	\$ 72.20	\$ 469,300.00	\$ 80.00	\$ 520,000.00	\$ 85.00	\$ 422,500.00
15	02751	REINFORCED CONCRETE PAVEMENT (8" THICK) H.E.S. 7 BACK PER CY, COMPLETE IN PLACE	SY	400	\$ 75.00	\$ 30,000.00	\$ 68.50	\$ 27,400.00	\$ 65.00	\$ 26,000.00	\$ 73.00	\$ 29,200.00
16	02751	REINFORCED CONCRETE PAVEMENT (8" THICK) H.E.S. 7 BACK PER CY, COMPLETE IN PLACE	SY	800	\$ 85.00	\$ 68,000.00	\$ 78.70	\$ 82,960.00	\$ 85.00	\$ 68,000.00	\$ 80.00	\$ 64,000.00
17	02221	REMOVE AND DISPOSE EXISTING ASPHALT SURFACE AND BASE COURSE FOR DRIVEWAYS	SY	700	\$ 12.00	\$ 8,400.00	\$ 17.80	\$ 12,320.00	\$ 5.00	\$ 3,500.00	\$ 15.00	\$ 10,500.00
18	02741	2" HMA6 SURFACE COURSE (INCLUDING TACK COAT @ .15 GAL/SY)	SY	10,000	\$ 20.00	\$ 200,000.00	\$ 18.50	\$ 185,000.00	\$ 18.00	\$ 180,000.00	\$ 28.86	\$ 288,600.00
19	H.C. ITEM 25	MILLING, REMIXING AND RECOMPACTING (RECLAIM) EXISTING ASPHALT SURFACE AND BASE MATERIAL, COMPLETE IN PLACE	SY	6,000	\$ 13.00	\$ 78,000.00	\$ 7.10	\$ 42,600.00	\$ 10.00	\$ 60,000.00	\$ 12.00	\$ 72,000.00
20	02741	2" ASPHALT TRANSITION WITH 8" BASE	SY	150	\$ 100.00	\$ 15,000.00	\$ 128.60	\$ 18,990.00	\$ 80.00	\$ 12,000.00	\$ 82.44	\$ 12,366.00
21	02775	WHEEL CHAIR RAMP (MIN. 5' WIDE) WITH TRUNCATED DOME NOTIFICATION SYSTEM - ADA COMPLIANT, COMPLETE IN PLACE	EA	40	\$ 1,200.00	\$ 48,000.00	\$ 1,382.50	\$ 55,300.00	\$ 800.00	\$ 32,000.00	\$ 1,000.00	\$ 40,000.00
22	02771	CONCRETE CURB, ALL HEIGHTS	LF	4,000	\$ 7.00	\$ 28,000.00	\$ 5.50	\$ 22,000.00	\$ 8.00	\$ 32,000.00	\$ 7.00	\$ 28,000.00
23	02775	CONCRETE SIDEWALKS, COMPLETE IN PLACE	SF	8,000	\$ 8.00	\$ 64,000.00	\$ 8.10	\$ 64,800.00	\$ 10.00	\$ 80,000.00	\$ 8.00	\$ 64,000.00
24	02771	PAVING HEADER	LF	800	\$ 30.00	\$ 24,000.00	\$ 18.80	\$ 15,840.00	\$ 10.00	\$ 8,000.00	\$ 15.00	\$ 12,000.00
25	02086	ADJUST EXISTING MANHOLE RINGS AND COVER (w/ RACK) AND ADJ. WATER VALVE BOXES TO GRADE	EA	10	\$ 800.00	\$ 8,000.00	\$ 445.10	\$ 4,451.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00
26	02086	REMOVE MANHOLE RING AND COVER AND REPLACE WITH 32" RING, COVER AND LOCK (incl. Replacement of S' cone section)	EA	10	\$ 1,000.00	\$ 10,000.00	\$ 3,674.60	\$ 36,746.00	\$ 400.00	\$ 4,000.00	\$ 2,500.00	\$ 25,000.00
27	02754	FURNISH AND INSTALL 8" CONCRETE DRIVEWAYS, COMPLETE IN PLACE	SY	800	\$ 80.00	\$ 72,000.00	\$ 88.90	\$ 71,120.00	\$ 85.00	\$ 68,000.00	\$ 85.00	\$ 68,000.00
28	02751	DOWELS	EA	2,000	\$ 8.50	\$ 13,000.00	\$ 8.40	\$ 16,800.00	\$ 6.00	\$ 12,000.00	\$ 7.75	\$ 15,500.00
29	02713	INSTALL, MAINTAIN, AND REMOVE TEMPORARY DRIVEWAYS, 8" CRUSHED ROCK, COMPACTED IN PLACE	EA	20	\$ 1,000.00	\$ 20,000.00	\$ 1,088.80	\$ 21,878.00	\$ 100.00	\$ 2,000.00	\$ 250.00	\$ 5,000.00
30	03151	REDWOOD EXPANSION JOINTS W/DOWELS ALL DEPTHS	LF	1,500	\$ 10.00	\$ 15,000.00	\$ 8.10	\$ 12,150.00	\$ 20.00	\$ 30,000.00	\$ 10.00	\$ 15,000.00
31	02767	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKING 4'-12" WIDE, ALL COLORS & PATTERNS, COMPLETE IN PLACE	LF	1,000	\$ 6.00	\$ 6,000.00	\$ 8.90	\$ 8,900.00	\$ 11.00	\$ 11,000.00	\$ 6.00	\$ 6,000.00
32	02767	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKING 24" WIDE, ALL COLORS & PATTERNS, COMPLETE IN PLACE	LF	1,000	\$ 10.00	\$ 10,000.00	\$ 10.40	\$ 10,400.00	\$ 8.00	\$ 8,000.00	\$ 10.25	\$ 10,250.00
33	02767	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKING WORDS & SYMBOLS, ALL COLORS, COMPLETE IN PLACE	EA	10	\$ 300.00	\$ 3,000.00	\$ 379.50	\$ 3,795.00	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00
34	01555	TRAFFIC CONTROL PLAN INCLUDING SCHEDULE OF VALUES	MO	12	\$ 4,000.00	\$ 48,000.00	\$ 1,772.80	\$ 21,278.80	\$ 2,000.00	\$ 24,000.00	\$ 1,800.00	\$ 21,800.00
35	SPL	PROJECT SIGN	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,150.00	\$ 2,300.00	\$ 1,500.00	\$ 3,000.00	\$ 1,200.00	\$ 2,400.00
Total Paving Base Unit Bid Items						\$1,878,408.00		\$ 2,835,778.40		\$ 1,865,780.00		\$ 1,774,808.00



CITY OF PASADENA
 OPINION OF PROBABLE CONSTRUCTION COST
 PROJECT NO.: CIP 0065 & S145 - 2026 PAVING & DRAINAGE IMPROVEMENTS
 DATE: JANUARY 09, 2024

B Extra Unit Bid Items: PAVING												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
36	02511	REMOVE/ADJUST AND OR REPLACE WATERLINE SERVICE (Min. Bid \$400.00)	EA	10	\$ 2,000.00	\$ 20,000.00	\$ 400.00	\$ 4,000.00	\$ 3,500.00	\$ 35,000.00	\$ 1,750.00	\$ 17,500.00
37	18711 02512 02526	REMOVE AND REPLACE EXISTING WATER METER BOXES TO NEW GRADE (Min. Bid \$50.00)	EA	10	\$ 400.00	\$ 4,000.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 400.00	\$ 4,000.00
38	02531	REMOVE/ADJUST AND OR REPLACE SANITARY SERVICE LINE (Min. Bid \$400.00)	EA	10	\$ 1,000.00	\$ 10,000.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00
39	02751	EXTRA REMOVE AND REPLACE 6" REINFORCED CONC. PVMAT (Min. Bid \$40.00)	SY	200	\$ 40.00	\$ 8,000.00	\$ 74.40	\$ 14,880.00	\$ 80.00	\$ 12,000.00	\$ 40.00	\$ 8,000.00
TOTAL PAVING EXTRA UNIT BID ITEMS						\$ 42,000.00		\$ 23,380.00		\$ 52,900.00		\$ 37,500.00
C CASH ALLOWANCES:												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
40	SPL	ENGINEER SEALED DRAWINGS	LB	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
41	SPL	SPECIAL LANDSCAPING (Approved by COP)	LB	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL CASH ALLOWANCES						\$ 120,000.00		\$ 120,000.00		\$ 120,000.00		\$ 120,000.00
D Base Unit Bid Items: STORM WATER												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
42	02221	REMOVE EXISTING RCP (≤36")	LF	500	\$ 35.00	\$ 17,500.00	\$ 17.80	\$ 8,900.00	\$ 40.00	\$ 20,000.00	\$ 25.00	\$ 12,500.00
43	02922	FURNISH AND INSTALL SODDING	SY	1,000	\$ 10.00	\$ 10,000.00	\$ 5.80	\$ 5,800.00	\$ 20.00	\$ 20,000.00	\$ 9.50	\$ 9,500.00
44	02922	HYDROMULCH	AC	1	\$ 4,000.00	\$ 4,000.00	\$ 2,300.00	\$ 2,300.00	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00
45	02811	FURNISH AND INSTALL 12" REINFORCED CONCRETE PIPE (ASTM C76)(CL) (W/GASKET INCL EXCAVATION & BACKFILL)	LF	50	\$ 125.00	\$ 6,250.00	\$ 60.50	\$ 4,025.00	\$ 110.00	\$ 5,500.00	\$ 100.00	\$ 5,000.00
46	02611	FURNISH AND INSTALL 18" REINFORCED CONCRETE PIPE (ASTM C76)(CL) (W/GASKET INCL EXCAVATION & BACKFILL)	LF	800	\$ 125.00	\$ 100,000.00	\$ 118.80	\$ 95,040.00	\$ 130.00	\$ 104,000.00	\$ 125.00	\$ 100,000.00
47	02811	FURNISH AND INSTALL 24" REINFORCED CONCRETE PIPE (ASTM C76)(CL) (W/GASKET INCL EXCAVATION & BACKFILL)	LF	1,500	\$ 180.00	\$ 270,000.00	\$ 136.20	\$ 204,300.00	\$ 180.00	\$ 270,000.00	\$ 150.00	\$ 225,000.00
48	02811	FURNISH AND INSTALL 30" REINFORCED CONCRETE PIPE (ASTM C76)(CL) (W/GASKET INCL EXCAVATION & BACKFILL)	LF	150	\$ 200.00	\$ 30,000.00	\$ 160.70	\$ 24,105.00	\$ 200.00	\$ 30,000.00	\$ 195.00	\$ 29,250.00
49	02611	FURNISH AND INSTALL 36" REINFORCED CONCRETE PIPE (ASTM C76)(CL) (W/GASKET INCL EXCAVATION & BACKFILL)	LF	200	\$ 250.00	\$ 50,000.00	\$ 202.30	\$ 40,460.00	\$ 250.00	\$ 50,000.00	\$ 240.00	\$ 48,000.00
50	02505	FURNISH AND INSTALL 12" HDPE PIPE	LF	200	\$ 60.00	\$ 12,000.00	\$ 52.50	\$ 10,500.00	\$ 60.00	\$ 12,000.00	\$ 50.00	\$ 10,000.00
51	02505	FURNISH AND INSTALL 18" HDPE PIPE	LF	200	\$ 90.00	\$ 18,000.00	\$ 72.10	\$ 14,420.00	\$ 80.00	\$ 16,000.00	\$ 75.00	\$ 15,000.00
52	02553	FURNISH AND INSTALL STORM SEWER CONCRETE COLLAR TO CONNECT EXISTING AND PROPOSED STORM SEWER RCP, ALL SIZES, COMPLETE IN PLACE	EA	5	\$ 800.00	\$ 4,000.00	\$ 919.00	\$ 4,595.00	\$ 800.00	\$ 3,000.00	\$ 850.00	\$ 4,250.00
53	02632	CITY OF PASADENA TYPE 'A' INLET	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 3,129.20	\$ 31,292.00	\$ 5,500.00	\$ 55,000.00	\$ 4,800.00	\$ 48,000.00
54	02632	CITY OF PASADENA TYPE 'A' MODIFIED INLET	EA	8	\$ 6,000.00	\$ 48,000.00	\$ 4,889.80	\$ 37,358.40	\$ 3,500.00	\$ 28,000.00	\$ 5,000.00	\$ 40,000.00
55	02632	CITY OF PASADENA TYPE 'C' INLET	EA	8	\$ 4,500.00	\$ 36,000.00	\$ 5,286.80	\$ 42,294.40	\$ 6,000.00	\$ 48,000.00	\$ 4,500.00	\$ 36,000.00
56	02221	REMOVE EXISTING STRUCTURES (INLETS, MANHOLES)	EA	20	\$ 800.00	\$ 16,000.00	\$ 445.10	\$ 8,902.00	\$ 800.00	\$ 12,000.00	\$ 600.00	\$ 12,000.00
57	02632	STD PRECAST CONCRETE MANHOLE	EA	10	\$ 8,000.00	\$ 80,000.00	\$ 4,598.30	\$ 45,983.00	\$ 5,500.00	\$ 55,000.00	\$ 5,000.00	\$ 50,000.00
58	02751	5' CONCRETE SLOPE PAVING	SY	100	\$ 75.00	\$ 7,500.00	\$ 107.50	\$ 10,750.00	\$ 80.00	\$ 8,000.00	\$ 100.00	\$ 10,000.00
59	SPL	DETENTION POND OR DITCH EXCAVATION	CY	1,000	\$ 25.00	\$ 25,000.00	\$ 25.40	\$ 25,400.00	\$ 20.00	\$ 20,000.00	\$ 20.00	\$ 20,000.00
60	03310	FURNISH AND INSTALL FILTER FABRIC FENCE	LF	1,000	\$ 4.00	\$ 4,000.00	\$ 1.70	\$ 1,700.00	\$ 2.00	\$ 2,000.00	\$ 4.25	\$ 4,250.00
61	03310	FURNISH AND INSTALL INLET PROTECTION BARRIER	EA	30	\$ 70.00	\$ 2,100.00	\$ 84.30	\$ 2,529.00	\$ 40.00	\$ 1,200.00	\$ 88.00	\$ 2,640.00
62	02632	CONCRETE HEADWALL (≤36" RCP)	EA	2	\$ 3,800.00	\$ 7,200.00	\$ 3,283.40	\$ 6,566.80	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00
63	02084	SAFETY END TREATMENT FOR 36" & UNDER	EA	3	\$ 4,400.00	\$ 13,200.00	\$ 4,870.40	\$ 14,611.20	\$ 2,000.00	\$ 6,000.00	\$ 3,500.00	\$ 10,500.00
64	01581	TRENCH SAFETY	LF	2,800	\$ 1.00	\$ 2,800.00	\$ 0.90	\$ 2,520.00	\$ 0.20	\$ 560.00	\$ 1.00	\$ 2,800.00
65	02506	6" SCH 80 PVC PIPE GASKETED	LF	100	\$ 70.00	\$ 7,000.00	\$ 48.40	\$ 4,840.00	\$ 40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00
TOTAL STORM WATER BASE UNIT BID ITEMS						\$ 786,580.00		\$ 648,848.50		\$ 747,260.00		\$ 716,040.00



CITY OF PASADENA
 OPINION OF PROBABLE CONSTRUCTION CDST
 PROJECT NO.: CIP D065 & S145 - 2026 PAVING & DRAINAGE IMPROVEMENTS
 DATE: JANUARY 09, 2026

E Extra Unit Bid Items: STORM WATER												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
66	SPL	REMOVE AND REPLACE 6' WOOD FENCE (Min. Bid \$49.00)	LF	200	\$ 50.00	\$ 10,000.00	\$ 40.00	\$ 8,000.00	\$ 40.00	\$ 8,000.00	\$ 47.50	\$ 9,500.00
67	SPL	REMOVE & REPLACE CHAINLINK FENCE (Min. Bid \$16.00)	LF	600	\$ 40.00	\$ 24,000.00	\$ 16.00	\$ 9,600.00	\$ 16.00	\$ 9,600.00	\$ 37.50	\$ 22,500.00
68	SPL	6" & SMALLER AWWA C-900 PVC WATERLINE OFFSET, COMPLETE IN PLACE UP TO 25 LINEAR FEET WITH FITTINGS AND WET CONNECTIONS (Min. Bid \$2,000.00)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00	\$ 12,000.00
69	SPL	10" & 12" SMALLER AWWA C-900 PVC WATERLINE OFFSET, COMPLETE IN PLACE UP TO 15 LINEAR FEET WITH FITTINGS AND WET CONNECTIONS (Min. Bid \$2,500.00)	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 11,000.00	\$ 22,000.00
70	02520	REMOVE AND SALVAGE EXISTING FIRE HYDRANT ASSEMBLY	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 330.10	\$ 660.20	\$ 800.00	\$ 1,200.00	\$ 1,900.00	\$ 3,800.00
71	02570	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY, AWWA 502, MECHANICAL JOINT INLET, INCLUDING FIRE HYDRANT, 8" LEAD, 8" GATE VALVE AND BOX, AND BARREL EXTENSIONS, ALL DEPTHS, COMPLETE-IN-PLACE, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 7,847.10	\$ 15,694.20	\$ 9,000.00	\$ 18,000.00	\$ 9,500.00	\$ 19,000.00
72	07632	2' X 4' JUNCTION BOX W/GRATE TOP INLET (Min. Bid \$2909.00)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 2,900.00	\$ 11,600.00	\$ 3,000.00	\$ 12,000.00	\$ 6,500.00	\$ 26,000.00
73	02318	EXTRA EXCAVATION (Min. Bid \$8.00)	CY	200	\$ 10.00	\$ 2,000.00	\$ 21.00	\$ 4,200.00	\$ 9.00	\$ 1,800.00	\$ 9.00	\$ 1,800.00
74	02318	EXTRA PLACEMENT OF CEMENT STABILIZED SAND (Min. Bid \$46.00)	CY	300	\$ 60.00	\$ 18,000.00	\$ 68.70	\$ 20,610.00	\$ 80.00	\$ 24,000.00	\$ 50.00	\$ 15,000.00
TOTAL STORM WATER EXTRA UNIT BID ITEMS						\$ 110,400.00		\$ 78,964.40		\$ 78,800.00		\$ 131,400.00
F CASH ALLOWANCES:												
ITEM NO.	SPEC. SECTION	DESCRIPTION	UNIT	QUANTITY	ENGINEER ESTIMATE UNIT PRICE (\$)	ENGINEER ESTIMATE TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)	BID UNIT PRICE (\$)	BID TOTAL COST (\$)
75	SPL	ENGINEER SEALED DRAWINGS	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
76	SPL	SITE INVESTIGATION AND GEOTECHNICAL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL CASH ALLOWANCES						\$ 80,000.00		\$ 80,000.00		\$ 80,000.00		\$ 80,000.00

SUMMARY - SCHEDULE OF UNIT PRICE WORK

A	Total Base Unit Bid Items: PAVING	\$1,879,490.00	\$ 2,035,779.44	\$ 1,965,750.00	\$ 1,774,000.00
B	Total Extra Unit Bid Items: PAVING	\$ 42,600.00	\$ 23,340.00	\$ 32,800.00	\$ 37,500.00
C	Total CASH ALLOWANCES:	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
D	Total Base Unit Bid Items: STORM WATER	\$ 786,550.00	\$ 848,048.60	\$ 747,200.00	\$ 719,550.00
E	Total Extra Unit Bid Items: STORM WATER	\$ 110,400.00	\$ 78,964.40	\$ 78,800.00	\$ 131,400.00
F	Total CASH ALLOWANCES:	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
TOTAL PAVING		\$2,042,090.00	\$ 2,179,129.44	\$ 2,026,250.00	\$ 1,831,000.00
TOTAL STORM WATER		\$ 896,950.00	\$ 927,013.00	\$ 826,000.00	\$ 850,950.00
TOTAL BID AMOUNT		\$3,028,330.00	\$ 3,097,773.44	\$ 2,741,110.00	\$ 2,683,024.00

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THIS AGREEMENT made and entered into by and between the City of Pasadena, a municipal corporation, hereinafter called "CITY", and

D&W Contractors, Inc.

Hereinafter called the "CONTRACTOR", and referred to in the masculine pronoun singular whether a person, firm or corporation.

WITNESSETH:

1. The Contractor agrees at his own cost to furnish all tools, labor, material, machinery and appliances for the construction of, and to construct and deliver to the City in a good, sound, workmanlike manner, in strict accordance with the plans and specifications for said work, including general conditions and drawings and all other bid specifications and documents related thereto, prepared by the Director of Public Works and made a part hereof, and adopted by the City Council of said City, the permanent improvement of:

PROJECT NAME: 2026 ANNUAL PAVING & DRAINAGE IMPROVEMENTS

CIP #S145 & D065

CONTRACT AMOUNT: \$2,741,110.00

CALENDAR DAYS: 365

And further obligates himself to pay promptly all subcontractors, workmen, mechanics and materialmen who may furnish labor and material for such work in strict accordance with such Contractor's agreement with such parties.

2. The Contractor agrees to begin work of construction within 15 days after being notified in writing to do so. The Contractor agrees to prosecute said work diligently and uninterruptedly after commencement, excepting as shall otherwise be ordered in writing by the Director, and shall be finished and fully completed within the number of calendar days stated in the Contractor's bid proposal, made a part of this contract. Time is of the essence of this contract, and the Contractor expressly stipulates that he understands that it is important to the City that this public improvement be completed within the specific time. The parties hereto understand and agree that a breach of this portion of the contract by the Contractor will cause damage to the City but further agrees that such damages cannot be accurately measured and that the ascertainment of such damages will be difficult. Therefore, it is agreed by the City and the Contractor that for each and every day that said work or any portion thereof shall remain uncompleted after the expiration of the time limit above specified, or as extended in the manner provided in said General Provisions, the Contractor shall pay to the City of Pasadena the sum specified in the General Provisions, as minimum liquidated damages, which it is agreed will accrue to the City by reason of the non-completion of said work within the specified time. However, the foregoing agreement as to liquidated damages constitutes only an agreement by the City and the Contractor as to the minimum amount of damages which the City will sustain in any event by reason of the Contractor's failure to complete the work within the specified time. Should the City suffer damages over and above the minimum amount specified, by reason of the Contractor's failure to begin the work when ordered, carry it forward uninterrupted after the beginning or complete it within the specified time in strict accordance with the plans and specifications, the City may recover such

EXHIBIT "A"

additional amount. The City shall have the right to deduct and withhold the amount of any and all such damages, whether it be the minimum amount agreed upon or may recover such amount from the Contractor and the sureties on his bond; all of such remedies shall be cumulative and the City shall not be required to elect any one nor be deemed to have made an election by proceeding to enforce any one remedy.

3. The said prime contractor, before beginning the work, shall execute to the City:
 - (1) a performance bond if the contract is in excess of \$100,000.00
 - a. solely for the protection of the City;
 - b. in the amount of the contract; and
 - c. conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
 - (2) a payment bond if the contract is in excess of \$25,000.00
 - a. solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material; and
 - b. in the amount of the contract.

The bonds shall comply with the requirements of V.T.C.A Government Code, §2253.041 et seq. and must be payable to and be in a form approved by the City. The bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The bonds must clearly and prominently display on the bond or on an attachment to the bond:

- a. the name, mailing address, physical address, and telephone number, including area code, of the surety company to which any notice of claim should be sent; or
- b. the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

4. Workers' Compensation and Liability Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form- 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing

companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Worker's Compensation and Employer's Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer's Liability	\$ 500,000.00

Comprehensive General Liability

1. Bodily Injury - each occurrence	\$1,000,000.00
2. General Aggregate	\$1,000,000.00

3. Property Damage	\$1,000,000.00
4. Fire Damage	\$ 50,000.00
5. Medical Expenses – each person	\$ 5,000.00

Comprehensive Automobile Liability

1. Bodily Injury - each accident	\$1,000,000.00
2. Property Damage - each occurrence	\$1,000,000.00

Umbrella Liability

1. Bodily Injury – each occurrence	\$1,000,000.00
2. Property Damage – each occurrence	\$1,000,000.00

Builders Risk

Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value. This insurance shall include the interest of CITY, CONTRACTOR and SUBCONTRACTORS in the work, shall insure against the perils of fire and extended coverage, shall include “all risk” insurance for physical loss and damage including theft, collapse and water damage, and such other perils as may be provided to cover damages, losses and malicious mischief.

Certificate of insurance is to be provided to the City of Pasadena prior to the beginning of construction.

The said Contractor further agrees to comply with all the ordinances and regulations of said City relating to the manner in which excavations or other work are to be protected and made in the City streets and, on any other property and to protect such work with all such lights, barriers and other safeguards as are necessary and that are provided in the specifications or ordinances of the City or laws of the United States or this State, and further agrees and obligates himself to make payments promptly to all persons or corporations who may furnish any labor or material or both, in the prosecution of such work. The completion and acceptance of the work shall not absolve the Contractor from the above obligations as to any occurrence proximately resulting from any act or omission on his part.

5. If the Contractor fails to begin the delivery or to commence work as provided in the contract or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the Director insures a full compliance with the contract within the time limit, or if, in the judgment of the Mayor and Director, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, and in accordance with the terms of this contract and of the plans and specifications, written notice may be served by the Mayor or Director on such Contractor, or his agent or Representative, to provide within a specified time for a satisfactory compliance with the contract, and if said Contractor neglects or refuses to comply with such notice, the City may cancel or suspend the operation of all or any part of the contract and of the work hereunder, or it may, in its discretion, after such notice, purchase any or all of the material without suspending the contract. Upon suspension of a contract for construction or installation, the City may, in its discretion, take possession of all or any part of the machinery, tools, appliances, materials and supplies used on the work covered by the contract, or that have been shipped or delivered by or on account of the Contractor for use in connection therewith, and the same may be used either directly by the City, or by other parties for it, for the completion of the work so suspended; or the City may employ other parties to perform the work or may substitute other machinery or materials, purchase the

material contracted for in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, materials and supplies, at the Contractor's expense, as may be necessary, in the opinion of the Director, for the proper conduct and completion of the work. If, in the opinion of the City, there is an emergency for the furnishing of certain material or the performance of certain work, in order to insure compliance with the terms of the Contract, and if the Contractor fails to furnish such material or to perform such work within a reasonable time fixed by the written notice from the City, or the Director, to the Contractor, then the City shall have the power to and it may at its election furnish such material or perform such work at the expense of the Contractor and his sureties, who shall be liable therefore. In the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material, or the performance of work by the City as herein provided, the decision of the Director shall be final. The enumeration of the options and privileges of the City as hereinbefore set forth is not and shall never be considered as the only rights, options or remedies of the City and it is expressly agreed that the City may pursue any other and further option, right and remedy accorded to it at law and in equity. Any cost, damage and expense to the City above the contract price arising out of the happening of any or all of the contingencies above specified and contemplated shall be charged to and paid in full by the Contractor and his surety. Any other loss, of any nature, occasioned to the City by reason of default or failure of the Contractor or by any breach of this contract shall also be borne and paid by the Contractor and his surety. In the event that the City shall suspend or terminate the contract in whole or in part, such action shall not relieve either the Contractor or his surety from any of the covenants, conditions, obligations or liabilities imposed upon them by this contract or by the Contractor's liabilities imposed upon them by this contract or by the Contractor's bonds. It is expressly agreed by the Contractor and his surety that they and each of them will be fully and completely bound by each and every decision of the City or the Director in all matters pertaining to this contract unless the Contractor or his surety shall prove by clear, convincing and unmistakable proof that such decision is arbitrary and not grounded upon any evidence of fact reasonably calculated to support such decision. It is further agreed, that if the said City shall be obliged, under the terms hereof, to take charge of and complete said work, that it shall have the right, and is hereby permitted to use all the patented or copyrighted plans, tools, machinery, appliances, materials or methods of the Contractor so that the work shall be completed in accordance with the plans and specifications.

6. THE CONTRACTOR AGREES TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS THE CITY OF PASADENA FROM ALL COSTS, EXPENSES AND DAMAGES OR LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FROM WRONG, OR INJURY OR DAMAGES WHICH MAY BE OCCASIONED BY SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR CONNECTED THEREWITH AND THE SAID CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES IN THE PROSECUTION OF SAID WORK, OR THEREWITH, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY.

CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PASADENA, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CLAIMS OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES, FOR INJURY OR

DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENT, SERVANTS OR EMPLOYEES UNDER THIS CONTRACT OR CONNECTED THEREWITH WHERE SUCH INJURIES, DEATH OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:

- (1) THE CONTRACTOR OR ANY OF ITS EMPLOYEES; AND**
- (2) THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY AND THE CONTRACTOR THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE CONTRACTOR OR ANY OF ITS EMPLOYEES.

7. The Contractor shall be paid for the performance of all of the work, as aforesaid, the unit prices set out in full in the Contractor's bid proposal, a copy of which is hereto attached and made a part of this contract. And it is understood that payments of the said amount, except where otherwise provided in this contract, shall be given and received as payments in full for all the work and material described generally in Section One (1) of this contract and there stipulated to be done and furnished by the Contractor, and said prices herein named shall be considered as including and comprehending the completion of the whole work, herein contracted for, together with the payment of and for all the labor and materials and all appliances and appurtenances and all detail work as described generally in Section One. The bids herein are being made for a complete work and not for parts of a work.

Said compensation shall be paid to the said Contractor, and at the time and in the manner, as follows, to wit:

(a) The City of Pasadena shall pay to the Contractor all of the cost as bid by said Contractor of such improvements; all payments to be made by the City to the Contractor shall be upon the written estimate of said Director, ninety five (95%) of which estimates shall be payable at the time said estimates are furnished, five percent (5%) being retained and reserved until the completion of the work and its acceptance by the City, and no estimate shall be given at any time except upon such portions of the work as have been actually completed.

8. The Contractor shall not obstruct or place any impediment in the way of laying any underground pipes, or any underground structures required or permitted to be laid under the authority of said City during the progress of such work, or in advance thereof, but shall give all reasonable assistance to the same, and the duty of the said Contractor to build the improvement herein contracted for shall in no way be diminished or affected by the construction of said underground structures in advance of or in concurrence with said pavement, but the said pavement shall in all respects be guaranteed to be kept in good order, free from defects produced by or from said cause, or any other causes; but should any other

person, firm or corporation, except the City, cause or occasion any fault or injury to said pavement or improvement by means of the construction or maintenance of said underground structures, then such person or corporation shall not be relieved from liability to the Contractor or successors for said injury or damage to the pavement in any case or event in which the said Contractor or successors shall be liable to the City to repair or construct or maintain the same. But, between the Contractor and the City, the fact of laying of said pavement along any part of said street shall be final acceptance and agreement by the Contractor that all backfilling and tamping have been properly done along said street and that same was before the pavement was put down in proper condition to receive said pavement; provided that nothing herein shall affect the right of the Contractor as against such third parties to contend that said back-filling has not been properly done in advance of the laying of such pavement. When the Contractor is not satisfied with the earth foundations for laying the pavement, by reason of excavations in advance thereof, he may require the party responsible for such improper filling and tamping to have the same perfected by proper backfilling and tamping as to receive the pavement.

All disagreements, disputes or controversies of any kind between the parties hereto relative to the proper performance of this contract, including materials used, the manner of method of performance, shall be submitted for decision to the Director, whose judgement, when rendered, shall be conclusive, final and binding upon the parties hereto.

9. This contract shall be personal to the Contractor hereinbefore named, and it is agreed that the performance hereof, in whole or in part, shall not be assigned or sublet to anyone without the written consent of the Council of said City, and in no case shall such consent relieve the said Contractor or surety from the obligations herein assumed or change the terms of this agreement.

10. It is distinctly understood and agreed that the passing approval or acceptance of any part of the work or material by the Director or the City Council or by any agent or representative as in compliance with the terms of this contract or of the plans and specifications covering said works shall not operate as a waiver by the City of strict compliance with the terms of this contract, nor shall such passing, approval or acceptance operate to stop the City from demanding strict compliance with the term of this contract and the plans and specifications covering said work, and the City may at any time within a period of one year from and after the date of said passing, approval or acceptance of any such work or materials require the Contractor or his surety to repair, replace, restore and make said work and materials, which did not at the time of completion, comply strictly and in all things to this contract and to the plans and specifications which are made a part hereof.

Under no circumstances, condition or situation shall the City be liable or obligated without the express approval of Council to pay to the Contractor any additional compensation for any "extra", "additions", "modification", or "changes", nor "extra work", or "additional work", as those terms have been defined in *City of Houston v. Fuller* (Ct. App., Houston) 311 S.W. 2d 285, n.w.h. it being the intent of the parties hereto that the total bid price of said Contractor as submitted shall be the total compensation to be paid under the terms of this contract, notwithstanding any other provision contained in general specifications or other proposals, the terms and provisions of this contract shall govern.

It is expressly agreed that under no circumstances or situations shall notice of any kind to the Director or to any agent or representative of the City other than the City Council be construed or considered as notice to the City.

Under no circumstances, condition or situation shall the City be held to have ratified any breach of this contract or failure of the Contractor to comply strictly with each and all the terms and provisions of this contract and of the plans, specifications and drawings made a part hereof and no act or omission on the part of the City or of the Director or of any agent or representative of the City in connection with this contact or the performance hereof ever be held to work an estoppel upon the City.

No waiver of any of the terms or conditions of this contract or of the plans, drawings or specifications shall be binding upon the City unless the same is in writing and is expressly authorized by an Ordinance of the City Council.

It is expressly agreed that all circumstances, conditions and situations arising under this contract shall be more strongly construed against the Contractor and his surety than the City.

Any ambiguity or uncertainty in the plans, drawings or specifications shall be interpreted and construed by the Director and his decision shall be final and binding upon all parties.

The invalidity or illegality of any term, provision or condition of this contract or of the specifications attached hereto shall not in any manner affect, invalidate or annul any other term, provision or condition hereof.

11. Whenever payments of this contract are being made wholly or partially from a fund or funds received by the City as a grant from any agency of the United States of America and payment of the final estimate is not made within the specified time by reason of the fact that funds therefore have not been received from such Federal Agency, the time for payment of such final estimate shall be extended until such time funds are received from such Federal Agency. Under no condition or consideration shall the City be liable for any interest upon payments due the Contractor where the delay or delays past the due dates of such payment or payments are due directly or indirectly to any act or omission upon the part of any agency of the United States of America, including delay or non-payment of amount under any Grant or Grants. Under no condition or circumstances shall the City be liable to the Contractor or his Surety for any part of any such grant and the Contractor and surety shall not be paid for the proportionate part of said work covered by said grant, except with moneys delivered to the City by the agency of the United States of America as part of said grant.

12. The plans, profiles, specifications, notice to bidders and the Contractor's bid proposal on file in the office of the Director or City Secretary are hereby referred to and made a part of this contract as if attached hereto.

****SEE FEDERAL AND OTHER APPLICABLE REQUIREMENTS TO THIS PROJECT INCORPORATED IN THE SPECIFICATION.**

- (a) Specifications, CITY OF PASADENA "General Conditions".
- (b) Conflict of Interest Questionnaire.
- (c) All of those specifications and drawings, which are referred to in the Contractor's bid proposal are hereby incorporated here by reference and made a part of this contract as if attached hereto.

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All plans and specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. The Contractor has carefully examined the surface and subsurface of the site and has made sufficient test holes to satisfy himself fully that such site is a correct and suitable one for this work and he assumes full responsibility therefore.

13. Wherever in any specification the term "Director" is used, it will be understood as meaning the same person as the "Director of Public Works". Wherever the work "Contractor" is used in this contract or any specification, the same shall be construed to include his agents, servants, employees, assigns and legal representatives unless the context discloses clearly that the Contractor alone is meant.

14. All applicable provision of the Revised Civil Statutes of the State of Texas, as amended, and all provisions of the Charter and Ordinances of the City, relating to public improvements and all resolutions and ordinances passed by said Council to effectuate this contract are here referred to and made a part hereof.

15. This contract and all obligation created hereunder shall be performable in Harris County, Texas.

16. All approved invoices on said project shall dictate the kind of project for sales tax purposes and all materials purchased for said project are purchased for resale to the City. The City agrees to give contractor an exemption certificate for all materials which become part of and are incorporated into the completed project if the invoices clearly identify such materials.

17. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

18. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONTRACTOR at the following address:

D&W Contractors, Inc.
Attn: David Sidwell, Principal
15831 Miller Road 1
Houston, Texas 77049

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the CITY at the following address:

City of Pasadena
Attn: Robin S. Green, Jr.
1149 Ellsworth Drive
Pasadena, Texas 77506

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of said Contractor by the undersigned representative hereto duly authorized and the said City of Pasadena has caused the same to be signed this _____ day of _____, 20____, pursuant the terms of an Ordinance passed by the City Council and the same has been countersigned by the City Controller.

CITY OF PASADENA

ATTEST:

MAYOR

CITY SECRETARY

COUNTERSIGNED:

CITY CONTROLLER

APPROVED AS TO FORM:

CONTRACTOR

CITY ATTORNEY

BY _____

APPROVED:

ATTEST AND SEAL

DIRECTOR OF PUBLIC WORKS

CONTRACTOR SECRETARY

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

21 NO: 2026-

Caption:

Award of contracts for OEM parts to Helfman ford and Monument Chevrolet, and for aftermarket parts to multiple vendors for a one-year term.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends awarding the contract for OEM parts to Helfman Ford and Monument Chevrolet. Additionally, staff recommends awarding the contract for aftermarket parts to Helfman Ford, Parts Authority, LLC, Allen & Kerber Auto Supply, and Bass & Meineke No. 1, LLC.

Awarding contracts to multiple vendors ensures the expedited availability of parts, reducing repair turnaround times. This strategy provides the Fleet Department with necessary alternatives to avoid delays in maintaining the City's fleet.

The term of this contract is for one (1) year, with two (2) optional one-year renewals.

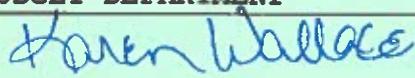
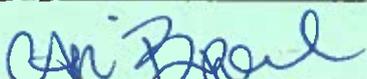
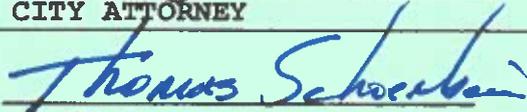
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

	COUNCIL ACTION	
DATE: <u>1/15/2026</u>		
REQUESTING PARTY (Edward Duron)	FIRST READING:	FINAL READING:
BUDGET DEPARTMENT	MOTION	MOTION
		
PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
		
CITY ATTORNEY	DATE	DATE
	DEFERRED: _____	
MAYOR		

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/14/2026

AMOUNT: \$480,000

DEPARTMENT NO: 20300

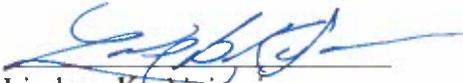
ACCOUNT NO. 7235

TASK NO.

CIP NO.

PROJECT DESCRIPTION:
OEM/Aftermarket auto parts.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller



Bid Award Recommendation

Date: December 29, 2025

To: Edward Duron, Director of Maintenance Services

Bid No: 25-026

Bid Opening Date: 12/9/2025

Attached for your review is a copy of the Bid Tabulation for IFB IFB# **25-026 Automotive Repair and OEM Parts & Supplies**, please utilize it as well as the Bids that were sent to you on 12/29/2025.

Your recommendation is requested in determining this award due to specific use or technical application. Please supply in full details if the low bid fails to meet the quality and/or functional requirements of the for-submittal bid. If literature or samples are needed, please return your recommendation by 1/7/2026

Yes, literature and/or sample are needed.

No, literature and/or sample are needed.

Purchasing recommends an award be made to Bass & Meineke, Helfman Ford, Parts Authority and Allen and Kerber Auto Supply for Aftermarket Parts. Helfman Ford, and Monument Chevrolet for OEM Parts. If your evaluation of the bids does or does not agree with our recommendation, please supply full details of your disagreement.

Does agree with our recommendation

Does not agree with our recommendation

Reason for disagreement

Your reply by deadline is appreciated

Regards,
Cheyenne Keltch
713-475-7252

Comments Below:

Dept. Signature: 

OEM Parts			Hoffman Ford 12220 SW Fry Stafford, TX 77477 Ph: 281-404-7209 F: 281-260-0842			Pasadena Mac Hall, F.LTD 4242 E. Sam Houston Pkwy S. Pasadena, TX 77605 Ph: 281-404-8806 F: 281-404-8866			Monument Chevrolet 3840 Pasadena Freeway, Pasadena, TX 77605 Ph: 713-473-7801 F: 713-480-1781			Ow Parts Group Inc/ Allen and Kerber Auto Supply 518 W. Allyn St. La Porte Tx 77671 Ph: 281-471-8133 F: 281-941-8838			Terrence Vaughn Motors, Inc 1301 N. Shepherd Houston, TX 77008 Ph: 713-669-4861 F: 713-293-4308			Parts Authority LLC 3 Oaklata Dr Ste 110 New Hyde Park, NY 11042 Ph: 410-789-8771			Base & Meints No. 1 202 Pasadena Blvd. Pasadena tx 77606 Ph: 713-473-6255			
Item #	Description	UOM	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	List Price	Discount (%) off List Price	Unit Price w/Discount	
1	Aide Seal 3U221S177AA	1	\$122.80	35%	\$79.82				\$22.22	25%	\$16.67													
	OEM Part Code																							
2	Tire pressure Sensor 6P271A189A	1	\$83.62	35%	\$53.35				\$21.02	25%	\$15.77													
	OEM Part Code																							
3	Tire pressure Sensor 9L3Z1A189A	1	\$83.62	35%	\$53.35				\$104.00	25%	\$78.00													
	OEM Part Code																							
4	Aide Seal 3U221Z225AA	1	\$24.17	35%	\$15.71				\$96.32	25%	\$72.24													
	OEM Part Code																							
5	Brake Module 5W772C519AB	1	\$1,285.89	35%	\$835.83				\$263.61	25%	\$197.71													
	OEM Part Code																							
6	Ball Joints 5C223049AA	1	\$75.67	35%	\$49.19				\$115.09	25%	\$86.32													
	OEM Part Code																							
7	Ball Joints 8C3Z3050C	1	\$78.73	35%	\$51.17				\$271.20	25%	\$203.40													
	OEM Part Code																							
8	Track Bar AC3Z38295A	1	\$231.00	35%	\$150.15				\$205.17	25%	\$153.88													
	OEM Part Code																							
9	Aide Seal 6W12423AA	1	\$325.00	35%	\$211.25				\$371.63	25%	\$278.72													
	OEM Part Code																							
10	Temponer 3C2268209AA	1	\$151.27	35%	\$98.33				\$98.25	25%	\$73.69													
	OEM Part Code																							
11	Temponer 7C3Z38209B	1	\$161.43	35%	\$104.94				\$142.11	25%	\$106.58													
	OEM Part Code																							
12	Steering Column Bushing F11Z 7L278A	1	\$5.24	35%	\$3.41				\$20.65	25%	\$15.49													
	OEM Part Code																							
13	Steering Column Bushing F2DZ 7E400A	1	\$28.90	35%	\$18.79				\$86.67	25%	\$65.00													
	OEM Part Code																							
14	Coolant Reservoir 6C3Z 8A080 B	1	\$249.25	35%	\$162.00				\$95.45	25%	\$71.59													
	OEM Part Code																							
15	Reservoir Cap 5C3Z 8101 B	1	\$10.45	35%	\$6.79				\$13.71	25%	\$10.28													
	OEM Part Code																							
16	Radiator Hose AC3Z 8260 A	1	\$196.38	35%	\$127.63				\$206.32	30%	\$144.42													
	OEM Part Code																							
17	Radiator Hose 3C3Z 8W11 AG	1	\$36.36	35%	\$23.63				\$69.55	25%	\$52.16													
	OEM Part Code																							
18	Radiator Hose AC3Z 8286 A	1	\$307.27	35%	\$199.73				\$90.66	25%	\$68.00													
	OEM Part Code																							
19	Radiator Hose 5C3Z 8286 0H1	1	\$133.48	35%	\$86.74				\$40.73	25%	\$30.55													
	OEM Part Code																							
20	Thermostat 3C3Z 8575 AA	1	\$63.64	35%	\$41.37				\$117.50	25%	\$88.13													
	OEM Part Code																							
21	Cooling Fan 3W1Z 8C607 C	1	\$323.64	35%	\$210.37				\$612.42	25%	\$459.32													
	OEM Part Code																							
22	Blow 3C3Z 8620 DB	1	\$95.64	35%	\$62.17				\$42.14	25%	\$31.61													
	OEM Part Code																							
23	Cooling Fan Relay 6W1Z 8B658 AC	1	\$248.51	35%	\$161.53				\$11.48	25%	\$8.61													
	OEM Part Code																							
24	Idle Pulley 3C3Z 8678 EB	1	\$91.44	35%	\$59.44				\$119.48	25%	\$89.61													
	OEM Part Code																							
25	Idle Pulley 7C3Z 8678 B	1	\$64.73	35%	\$42.07				\$90.49	25%	\$67.87													
	OEM Part Code																							
26	Fuel Filter Cap 3C3Z 9G270 AA	1	\$102.77	35%	\$66.80				\$40.22	25%	\$30.17													
	OEM Part Code																							
27	Oxygen Sensor 8F9Z 9F472 B	1	\$149.05	35%	\$96.91				\$64.55	25%	\$48.41													
	OEM Part Code																							
28	Throttle Body 71A2 9E926 FA	1	\$365.75	35%	\$236.74				\$349.85	25%	\$262.39													
	OEM Part Code																							
29	Headlamp 4W7Z1300ACP	1	\$86.28	35%	\$56.08				\$1,438.01	25%	\$1,079.15													
	OEM Part Code																							
30	Headlamp Bulb 5C3Z13A021AA	1	\$28.83	35%	\$18.74				\$73.82	25%	\$55.37													
	OEM Part Code																							
31	Hood Lifts 8W7Z16C826	1	\$36.60	35%	\$23.79				\$24.76	25%	\$18.57													
	OEM Part Code																							
32	Heater Hose 7L1Z1872 AA	1	\$101.83	35%	\$66.19				\$88.18	25%	\$66.14													
	OEM Part Code																							
33	Heater Hose 8L1Z18427 A	1	\$125.12	35%	\$81.33				\$102.85	25%	\$77.14													
	OEM Part Code																							
34	Heater Core 7C3Z18476 B	1	\$125.27	35%	\$81.33				\$285.38	25%	\$214.04													
	OEM Part Code																							
35	Resistor 3F2Z18591 AA	1	\$69.45	35%	\$45.14				\$94.11	25%	\$70.58													
	OEM Part Code																							
36	Blend Door Act. 4W7Z19E516 A	1	\$80.91	35%	\$52.59				\$84.33	25%	\$63.25													
	OEM Part Code																							
37	Blend Door Act. DL3Z 19E516 A	1	\$33.64	35%	\$21.87																			

City of Pasadena Purchasing

Tabulation for IFB #: 25-026

Department: Fleet

Bid opening date: 12/29/2025

Aftermarket Parts

Item No.	Description	QTY	UOM	Unit Price	Discount (%)	List Price	Unit Price With Discount	Vendor	Unit Price	Discount (%)	List Price	Unit Price With Discount	Vendor	Unit Price	Discount (%)	List Price	Unit Price With Discount	Vendor	Unit Price	Discount (%)	List Price	Unit Price With Discount										
1	Bulb-Joint, Lower	1	Ea	\$105.09	35.0%	\$68.31	\$68.31	Helmert Ford	\$136.12	57.0%	\$58.83	\$58.83	Gw Parts Group Inc/Allen and Kerber	\$146.80	72.0%	\$41.10	\$41.10	Tommas Vaughn Motors, Inc	\$192.00	65.0%	\$66.60	\$66.60	Parts Authority LLC	\$192.00	65.0%	\$66.60	\$66.60	Basas & Mainella No. 1, LLC	\$131.10	57.0%	\$54.37	\$54.37
2	Battery Protector	1	Ea	\$115.75	35.0%	\$75.24	\$75.24	Monument Chevrolet	\$136.12	57.0%	\$58.83	\$58.83	Monument Chevrolet	\$136.12	57.0%	\$58.83	\$58.83	Monument Chevrolet	\$136.12	57.0%	\$58.83	\$58.83	Monument Chevrolet	\$136.12	57.0%	\$58.83	\$58.83	Monument Chevrolet	\$136.12	57.0%	\$58.83	\$58.83
3	Belt Tensioner Pulley	1	Ea	\$75.09	35.0%	\$48.81	\$48.81	Monument Chevrolet	\$64.92	55.0%	\$29.21	\$29.21	Monument Chevrolet	\$64.92	55.0%	\$29.21	\$29.21	Monument Chevrolet	\$64.92	55.0%	\$29.21	\$29.21	Monument Chevrolet	\$64.92	55.0%	\$29.21	\$29.21	Monument Chevrolet	\$64.92	55.0%	\$29.21	\$29.21
4	Belt XL	1	Ea	\$29.40	35.0%	\$19.11	\$19.11	Monument Chevrolet	\$79.52	55.0%	\$35.79	\$35.79	Monument Chevrolet	\$79.52	55.0%	\$35.79	\$35.79	Monument Chevrolet	\$79.52	55.0%	\$35.79	\$35.79	Monument Chevrolet	\$79.52	55.0%	\$35.79	\$35.79	Monument Chevrolet	\$79.52	55.0%	\$35.79	\$35.79
5	Blower Motor	1	Ea	\$132.00	34.0%	\$87.12	\$87.12	Monument Chevrolet	\$104.19	50.0%	\$52.09	\$52.09	Monument Chevrolet	\$104.19	50.0%	\$52.09	\$52.09	Monument Chevrolet	\$104.19	50.0%	\$52.09	\$52.09	Monument Chevrolet	\$104.19	50.0%	\$52.09	\$52.09	Monument Chevrolet	\$104.19	50.0%	\$52.09	\$52.09
6	Blower Motor Resistor	1	Ea	\$66.65	35.0%	\$43.32	\$43.32	Monument Chevrolet	\$37.16	47.0%	\$19.69	\$19.69	Monument Chevrolet	\$37.16	47.0%	\$19.69	\$19.69	Monument Chevrolet	\$37.16	47.0%	\$19.69	\$19.69	Monument Chevrolet	\$37.16	47.0%	\$19.69	\$19.69	Monument Chevrolet	\$37.16	47.0%	\$19.69	\$19.69
7	Brake Pads Front	1	Ea	\$181.64	35.0%	\$118.07	\$118.07	Monument Chevrolet	\$90.30	57.0%	\$39.83	\$39.83	Monument Chevrolet	\$90.30	57.0%	\$39.83	\$39.83	Monument Chevrolet	\$90.30	57.0%	\$39.83	\$39.83	Monument Chevrolet	\$90.30	57.0%	\$39.83	\$39.83	Monument Chevrolet	\$90.30	57.0%	\$39.83	\$39.83
8	Brake Caliper	1	Ea	\$181.64	35.0%	\$118.07	\$118.07	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83
9	Brakes, Caliper	1	Ea	\$181.64	35.0%	\$118.07	\$118.07	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83
10	Brakes, Caliper	1	Ea	\$181.64	35.0%	\$118.07	\$118.07	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83	Monument Chevrolet	\$130.90	52.0%	\$62.83	\$62.83
11	Brakes, Rotor	1	Ea	\$90.00	35.0%	\$58.50	\$58.50	Monument Chevrolet	\$112.45	25.0%	\$84.34	\$84.34	Monument Chevrolet	\$112.45	25.0%	\$84.34	\$84.34	Monument Chevrolet	\$112.45	25.0%	\$84.34	\$84.34	Monument Chevrolet	\$112.45	25.0%	\$84.34	\$84.34	Monument Chevrolet	\$112.45	25.0%	\$84.34	\$84.34
12	Chamberlain Motor	1	Ea	\$81.09	35.0%	\$52.71	\$52.71	Monument Chevrolet	\$81.09	34.0%	\$53.52	\$53.52	Monument Chevrolet	\$81.09	34.0%	\$53.52	\$53.52	Monument Chevrolet	\$81.09	34.0%	\$53.52	\$53.52	Monument Chevrolet	\$81.09	34.0%	\$53.52	\$53.52	Monument Chevrolet	\$81.09	34.0%	\$53.52	\$53.52
13	Coil Pkck	1	Ea	\$28.98	35.0%	\$18.84	\$18.84	Monument Chevrolet	\$27.22	75.0%	\$6.81	\$6.81	Monument Chevrolet	\$27.22	75.0%	\$6.81	\$6.81	Monument Chevrolet	\$27.22	75.0%	\$6.81	\$6.81	Monument Chevrolet	\$27.22	75.0%	\$6.81	\$6.81	Monument Chevrolet	\$27.22	75.0%	\$6.81	\$6.81
14	Filr, Ar	1	Ea	\$28.98	35.0%	\$18.84	\$18.84	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58
15	Filr, Ar	1	Ea	\$28.98	35.0%	\$18.84	\$18.84	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58
16	Filr, Ar	1	Ea	\$28.98	35.0%	\$18.84	\$18.84	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58	Monument Chevrolet	\$59.30	75.0%	\$14.58	\$14.58
17	Filr, Oil	1	Ea	\$179.64	35.0%	\$116.77	\$116.77	Monument Chevrolet	\$234.44	75.0%	\$58.86	\$58.86	Monument Chevrolet	\$234.44	75.0%	\$58.86	\$58.86	Monument Chevrolet	\$234.44	75.0%	\$58.86	\$58.86	Monument Chevrolet	\$234.44	75.0%	\$58.86	\$58.86	Monument Chevrolet	\$234.44	75.0%	\$58.86	\$58.86
18	Filr, Oil	1	Ea	\$10.93	35.0%	\$7.10	\$7.10	Monument Chevrolet	\$19.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$19.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$19.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$19.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$19.18	75.0%	\$4.55	\$4.55
19	Filr, Oil	1	Ea	\$32.36	35.0%	\$21.03	\$21.03	Monument Chevrolet	\$34.00	75.0%	\$8.50	\$8.50	Monument Chevrolet	\$34.00	75.0%	\$8.50	\$8.50	Monument Chevrolet	\$34.00	75.0%	\$8.50	\$8.50	Monument Chevrolet	\$34.00	75.0%	\$8.50	\$8.50	Monument Chevrolet	\$34.00	75.0%	\$8.50	\$8.50
20	Filr, Oil	1	Ea	\$12.71	35.0%	\$8.26	\$8.26	Monument Chevrolet	\$18.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$18.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$18.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$18.18	75.0%	\$4.55	\$4.55	Monument Chevrolet	\$18.18	75.0%	\$4.55	\$4.55
21	Filr, Oil	1	Ea	\$64.18	35.0%	\$41.72	\$41.72	Monument Chevrolet	\$75.62	75.0%	\$18.96	\$18.96	Monument Chevrolet	\$75.62	75.0%	\$18.96	\$18.96	Monument Chevrolet	\$75.62	75.0%	\$18.96	\$18.96	Monument Chevrolet	\$75.62	75.0%	\$18.96	\$18.96	Monument Chevrolet	\$75.62	75.0%	\$18.96	\$18.96
22	Fuel Filter	1	Ea	\$161.00	35.0%	\$104.71	\$104.71	Monument Chevrolet	\$208.32	75.0%	\$56.28	\$56.28	Monument Chevrolet	\$208.32	75.0%	\$56.28	\$56.28	Monument Chevrolet	\$208.32	75.0%	\$56.28	\$56.28	Monument Chevrolet	\$208.32	75.0%	\$56.28	\$56.28	Monument Chevrolet	\$208.32	75.0%	\$56.28	\$56.28
23	Fuel Injection, Air Mass Sensor (Police Pursuit)	1	Ea	\$257.78	35.0%	\$167.56	\$167.56	Monument Chevrolet	\$159.40	50.0%	\$79.70	\$79.70	Monument Chevrolet	\$159.40	50.0%	\$79.70	\$79.70	Monument Chevrolet	\$159.40	50.0%	\$79.70	\$79.70	Monument Chevrolet	\$159.40	50.0%	\$79.70	\$79.70	Monument Chevrolet	\$159.40	50.0%	\$79.70	\$79.70
24	Fuel Injection, Air Mass Sensor (Police Pursuit)	1	Ea	\$200.40	35.0%	\$130.26	\$130.26	Monument Chevrolet	\$389.60	49.0%	\$198.19	\$198.19	Monument Chevrolet	\$389.60	49.0%	\$198.19	\$198.19	Monument Chevrolet	\$389.60	49.0%	\$198.19	\$198.19	Monument Chevrolet	\$389.60	49.0%	\$198.19	\$198.19	Monument Chevrolet	\$389.60	49.0%	\$198.19	\$198.19
25	Fuel Pump	1	Ea	\$559.73	35.0%	\$363.82	\$363.82	Monument Chevrolet	\$751.30	49.0%	\$383.16	\$383.16	Monument Chevrolet	\$751.30	49.0%	\$383.16	\$383.16	Monument Chevrolet	\$751.30	49.0%	\$383.16	\$383.16	Monument Chevrolet	\$751.30	49.0%	\$383.16	\$383.16	Monument Chevrolet	\$751.30	49.0%	\$383.16	\$383.16
26	Gasket, Thermostat	1	Ea	\$4.31	35.0%	\$2.80	\$2.80	Monument Chevrolet	\$4.72	46.0%	\$2.55	\$2.55	Monument Chevrolet	\$4.72	46.0%	\$2.55	\$2.55	Monument Chevrolet	\$4.72	46.0%	\$2.55	\$2.55	Monument Chevrolet	\$4.72	46.0%	\$2.55	\$2.55	Monument Chevrolet	\$4.72	46.0%	\$2.55	\$2.55
27	Headlight Halogen	1	Ea	\$13.65	35.0%	\$8.87	\$8.87	Monument Chevrolet	\$27.72	49.0%	\$11.59	\$11.59	Monument Chevrolet	\$27.72	49.0%	\$11.59	\$11.59	Monument Chevrolet	\$27.72	49.0%	\$11.59	\$11.59	Monument Chevrolet	\$27.72	49.0%	\$11.59	\$11.59	Monument Chevrolet	\$27.72	49.0%	\$11.59	\$11.59
28	Headlight Halogen	1	Ea	\$28.83	35.0%	\$18.74	\$18.74	Monument Chevrolet	\$28.94	49.0%	\$14.76	\$14.76	Monument Chevrolet	\$28.94	49.0%	\$14.76	\$14.76	Monument Chevrolet	\$28.94	49.0%	\$14.76	\$14.76	Monument Chevrolet	\$28.94	49.0%	\$14.76	\$14.76	Monument Chevrolet	\$28.94	49.0%	\$14.76	\$14.76
29	Heater Gasket Set	1	Ea	\$49.88	35.0%	\$32.42	\$32.42	Monument Chevrolet	\$92.48	51.0%	\$45.32	\$45.32	Monument Chevrolet	\$92.48	51.0%	\$45.32	\$45.32	Monument Chevrolet	\$92.48	51.0%	\$45.32	\$45.32	Monument Chevrolet	\$92.48	51.0%	\$45.32	\$45.32	Monument Chevrolet	\$92.48	51.0%	\$45.32	\$45.32
30	Lamp, Backup	1	Ea	\$0.00	35.0%	\$0.00	\$0.00	Monument Chevrolet	\$23.24	48.0%	\$12.08	\$12.08	Monument Chevrolet	\$23.24	48.0%	\$12.08	\$12.08	Monument Chevrolet	\$23.24	48.0%	\$12.08	\$12.08	Monument Chevrolet	\$23.24	48.0%	\$12.08	\$12.08	Monument Chevrolet	\$23.24	48.0%	\$12.08	\$12.08
31	Lamp, Tail Light	1	Ea	\$4.00	35.0%	\$2.60	\$2.60	Monument Chevrolet	\$4.94	76.0%	\$1.45	\$1.45	Monument Chevrolet	\$4.94	76.0%	\$1.45	\$1.45	Monument Chevrolet	\$4.94	76.0%	\$1.45	\$1.45	Monument Chevrolet	\$4.94	76.0%	\$1.45	\$1.45	Monument Chevrolet	\$4.94	76.0%	\$1.45	\$1.45
32	Lamp, Turn Signal	1	Ea	\$4.00	35.0%	\$2.60	\$2.60	Monument Chevrolet	\$3.62	62.0%	\$1.38	\$1.38	Monument Chevrolet	\$3.62	62.0%	\$1.38	\$1.38	Monument Chevrolet	\$3.62	62.0%	\$1.38	\$1.38	Monument Chevrolet	\$3.62	62.0%	\$1.38	\$1.38	Monument Chevrolet	\$3.62	62.0%	\$1.38	\$1.38
33	Lamp, Turn Signal	1	Ea	\$4.00	35.0%	\$2.60	\$2.60	Monument Chevrolet	\$120.40	50.0%	\$60.20	\$60.20	Monument Chevrolet	\$120.40	50.0%	\$60.20	\$60.20	Monument Chevrolet	\$120.40	50.0%	\$60.20	\$60.20	Monument Chevrolet	\$120.40	50.0%	\$60.20	\$60.20	Monument Chevrolet	\$120.40	50.0%	\$60.20	\$60.20
34	Plug Wires	1	Ea	\$1.20	35.0%	\$0.78	\$0.78	Monument Chevrolet	\$16.46	25.0%	\$12.35	\$12.35	Monument Chevrolet	\$16.46	25.0%	\$12.35	\$12.35	Monument Chevrolet	\$16.46	25.0%	\$12.35	\$12.35	Monument Chevrolet	\$16.46	25.0%	\$12.35	\$12.35	Monument Chevrolet	\$16.46	25.0%	\$12.35	\$12.35
35	Spark Plug	1	Ea	\$7.31	35.0%	\$4.75	\$4.75	Monument Chevrolet	\$53.84	33.0%	\$36.05	\$36.05	Monument Chevrolet	\$53.84	33.0%	\$36.05	\$36.05	Monument Chevrolet	\$53.84	33.0%	\$36.05	\$36.05	Monument Chevrolet	\$53.84	33.0%	\$36.05	\$36.05	Monument Chevrolet	\$53.84	33.0%	\$36.05	\$36.05
36	Thermostat	1	Ea	\$77.85	35.0%																											

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving one-year contracts between the City of Pasadena, Texas and Helfman Ford, and Monument Chevrolet for OEM Parts and to Parts Authority LLC, Allen and Kerber Auto Supply, Bass & Meineke No. 1, LLC and Helfman Ford for the purchase of Aftermarket auto parts.

WHEREAS, staff solicited bids for OEM/Aftermarket Parts and received two (2) responses for OEM parts and seven (7) responses for Aftermarket Parts on December 8, 2025; and

WHEREAS, staff recommends award of OEM Parts to Helfman Ford and Monument Chevrolet and award of Aftermarket parts to Helfman Ford, Parts Authority LLC, Allen and Kerber Auto Supply, and Bass & Meineke No. 1, LLC; and

WHEREAS, multiple awards will ensure parts are available in the quickest time possible reducing repair turnaround times; and

WHEREAS, this strategy provides the Fleet Department with necessary alternatives to avoid delays in maintaining the City's fleet;

WHEREAS, the term of these contracts are for one (1) year with two (2) optional one-year renewals; NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That those certain contracts, a facsimile of which are annexed hereto, incorporated herein for all purposes and designated as Exhibit "A", "B", "C", "D, and "E" by and between the City of Pasadena, Texas and Helfman Ford, Monument Chevrolet,

Parts Authority LLC, Allen and Kerber Auto Supply, and Bass & Meineke No. 1, LLC for the purchase by the City of Pasadena of OEM/Aftermarket auto parts for a period of one year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders and bid/proposal of Helfman Ford, Monument Chevrolet, Parts Authority LLC, Allen and Kerber Auto Supply, and Bass & Meineke No. 1, LLC received pursuant thereto on December 8, 2025, are hereby authorized and approved.

SECTION 2. That there is hereby appropriated out of Account No. 20300-7235 the amount of Four Hundred Eighty Thousand Dollars and 00/100 (\$480,000.00) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 3. That the City Council finds that such contracts are reasonable and necessary and the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City the annexed contract document and counterparts thereof.

SECTION 4. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295,

Certificate of Interested Parties.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Helfman Ford, (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of OEM/Aftermarket auto parts for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on December 8, 2025, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to

EXHIBIT "A"

carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver OEM/Aftermarket auto parts to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th

Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

HELFMAN FORD

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, the _____ of HELFMAN FORD, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

City of Pasadena



PURCHASING OFFICE
 1149 ELLSWORTH DR. SUITE 400
 PASADENA, TEXAS 77506
 PH: 713-475-5532
 FAX 713-472-0144

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 November 19, 2025	TITLE Automotive Repair and OEM Parts & Supplies	NUMBER 25-026 BID WRITER Cheyenne Keltch, Buyer II	CLOSING DATE & TIME December 8, 2025 by 4:00pm
PRE-BID DATE, TIME AND LOCATION N/A			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Helfman Ford		TAXPAYER IDENTIFICATION NUMBER 760002969	
MAILING ADDRESS 12220 SW Fwy CITY-STATE-ZIP Stafford Tx 77477		NO BID: If not submitting a bid, state reason below and return one copy of this form	
PH: 281-274-7209		EMAIL: Parts@helfmanford.com	
FX: 281-240-0642		WEB ADDRESS: www.helfmanford.com	
TOTAL BID AMOUNT:		Delivery: Calendar days after receipt of Purchase Order: <u>1</u> days (ARO)	
Bids are firm for Acceptance for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Payment Terms: ___ % , net <u>30</u>	
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 12-4-25	PRINTED NAME/TITLE Wade USSery - Parts Manager
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.

City of Pasadena

Legal Notice

NOTICE TO BIDDERS BID NO. 25-026

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

Automotive Repair and OEM Parts & Supplies

Sealed bids in duplicate will be received by the City of Pasadena, Texas on or before **4:00pm Monday, December 8, 2025** in the Office of the City Secretary, 1149, Ellsworth Dr. Suite 200, Pasadena, Texas 77506. Bids will be publicly opened and read on **December 9, 2025 at 3:00 p.m. in the 2nd floor conference room at City Hall**

Invitation for Bids documents may be obtained via the Internet by contacting DemandStar.com or from the City of Pasadena Purchasing Department web page at www.pasadenatx.us. 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.

The City Council reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the City.

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

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

Publish: **November 19, 2025 & November 26, 2025**

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**CITY OF PASADENA
PURCHASING OFFICE**

STANDARD PURCHASE DEFINITIONS (IFB)

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

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

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

**CITY OF PASADENA
PURCHASING OFFICE**

GENERAL REQUIREMENTS FOR BIDS

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

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

1. TERM CONTRACTS

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

2. ANTI-LOBBYING PROVISION

DURING THE PERIOD BETWEEN THE BID MAILING DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE PASADENA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

THIS PROVISION IS NOT MEANT TO PRECLUDE BIDDERS FROM DISCUSSING OTHER MATTERS WITH CITY COUNCIL MEMBERS OR CITY STAFF. THIS POLICY IS INTENDED TO CREATE A LEVEL PLAYING FIELD FOR ALL POTENTIAL BIDDERS, ASSURE THAT CONTRACT DECISIONS ARE MADE IN PUBLIC, AND TO PROTECT THE INTEGRITY OF THE BID PROCESS. VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE BIDDER'S BID.

3. POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a CITY of PASADENA project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by CITY of PASADENA.

4. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

5. GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the CITY and Texas Local Government Code §252, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the CITY of PASADENA may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

6. APPLICABLE LAW AND VENUE

Any agreement resulting from this IFB shall be construed according to the laws of the State of Texas. The City and vendors agree that the venue for any legal action under this agreement shall be the Harris County, Texas. In the event that any action is brought under any agreement resulting from the IFB in Federal Court, the venue for such action shall be in the Federal Judicial District of Harris County, Texas.

7. IMMIGRATION REFORM and CONTROL ACT (IRCA)

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

8. INTERLOCAL PARTICIPATION

8.1. The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or

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

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

9. ADDENDA

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

10. SILENCE OF SPECIFICATIONS

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

11. NAME BRANDS

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

12. RECYCLED MATERIALS

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

13. INSPECTIONS & TESTING

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

14. PRICING

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

15. BID FORM COMPLETION

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

16. SCANNED OR RE-TYPED RESPONSE

If in its bid response, bidder either electronically scans, re-types, or in some way reproduces the City's published bid package, then in event of any conflict between the terms and provisions of the City's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the City's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the City's published bid specifications is only discovered after the

contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

17. BID RETURNS including ALTERNATE BIDS

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

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

Bidders must return all completed bids to:

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

by the date and time specified. Late bids will not be accepted, and will be returned to Bidders unopened.

18. SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

19. VARIANCES

For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

20. DISQUALIFICATION OF BIDDER

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the CITY of PASADENA certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

21. AWARD OF CONTRACT

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

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

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

- (a) the purchase price;
- (b) the reputation of the bidder and of the bidder's goods or services;
- (c) the quality of the bidder's goods or services;
- (d) the extent to which the goods or services meet the municipality's needs;
- (e) the bidder's past relationship with the municipality;
- (f) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (g) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) any relevant criteria specifically listed in the request for bids or proposals.

- 21.2. The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City's sole discretion. **For the purpose of evaluation, any item left blank will be deemed "no bid".**
- 21.3. The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.
- 21.4. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- 21.5. Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- 21.6. Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- 21.7. The City of Pasadena reserves the right to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council, the governing body and present evidence concerning his responsibility after officially notifying the Purchasing Manager of his intent to appear.

22. EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the CITY of PASADENA Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The CITY of PASADENA Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

23. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

- 23.1. Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, and City of Pasadena Resolution 2009-125, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:
 - 23.1.1. the lowest bidder; or
 - 23.1.2. the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- 23.2. This section does not prohibit a municipality from rejecting all bids.
- 23.3. This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.
- 23.4. In order to receive consideration, bidders must fill out and submit the Local Bidder's Preference Form.

24. PROTESTS:

- 24.1. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.
- 24.2. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall:
 - 24.2.1. Come from an actual bidder or proposer for the contract, and

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

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

25. CONTRACT OBLIGATION

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

26. BID DOCUMENTS AND BID EVALUATIONS

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

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

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

27. INDEPENDENT CONTRACTOR

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

28. FISCAL FUNDING

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

29. GRANT FUNDING

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

30. INSURANCE

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

31. WAIVER OF SUBROGATION

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

32. TERMINATION

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

33. TERMINATION-NOTICE

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

34. INDEMNITY

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

34.2. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

34.3. PATENTS/COPYRIGHTS

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

35. PURCHASE ORDER AND DELIVERY

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

36. DELIVERY OF GOODS/SERVICES

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

36.2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless 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. MATERIAL SAFETY DATA SHEETS**
Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- 38. TITLE TRANSFER**
Title and Risk of Loss of goods shall not pass to CITY of PASADENA until CITY of PASADENA actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.
- 39. WARRANTIES**
Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PASADENA may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PASADENA may correct at the bidder's expense.
- 40. INVOICES AND PAYMENTS**
Bidders shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the CITY will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the CITY Finance office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.
- 41. TAXES**
The CITY of PASADENA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The CITY of PASADENA claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the CITY of PASADENA Purchasing Department.
- 42. ASSIGNMENT**
The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Pasadena Purchasing Department. Any such assignment or transfer shall not release vendor from all contractual obligations
- 43. CONTRACT RENEWALS**
Renewals may be made ONLY by written agreement between the CITY of PASADENA and the bidder.

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

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

or

43.1.2. Such adjustment shall be based on the latest **NON-PRELIMINARY** 12-Month Percent Change in the Producer Price Index – Commodities, Not Seasonally Adjusted, Houston-Galveston-Brazoria, TX, Motor vehicle parts (**Series ID WPS1412**) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

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

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

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

44. HOUSE BILL 914 DISCLOSURE OF CERTAIN RELATIONSHIPS

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

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

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

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

**CITY OF PASADENA
PURCHASING OFFICE****SPECIAL CONDITIONS****1. QUESTIONS AND ADDENDUM**

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

2. DELIVERY REQUIREMENTS

All deliveries shall be FOB Destination, Pasadena, TX where required. Locally stocked parts will be delivered a maximum of 5-times per day. Emergency/Priority deliveries will be made within 2-hours.

The prices quoted in this bid shall be F.O.B. Pasadena and cover cost for packaging, delivery, and handling to the City of Pasadena. The delivery location will be:

City of Pasadena
Maintenance Services
3124 Red Bluff Rd
Pasadena, TX 77503

- 3. REPURCHASE AGREEMENT** - Each bidder, in submitting his bid, agrees to repurchase any and all standard inventory parts and supplies which become obsolete due to changes which may occur within the City fleet. This repurchase agreement shall be effective during the entire period of the contract. The City agrees that only parts or supplies that have not been used, tampered with and that are contained in the original containers will be returned under the provision of this clause. This clause is applicable to any item purchased under the contract.
- 4. REJECTED PARTS** – Parts that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Pasadena.
- 5. INVOICING** - Invoices for Supplies must reference a purchase order and **must be signed by a City of Pasadena employee** when the supplies are repaired on City property; delivered to the City of Pasadena; or when the supplies are picked up by the City of Pasadena. Having the invoice ready when supplies are delivered, or picked up, will avoid confusion and expedite your payment. Be sure to have a purchase order number prior to supplying any supplies. Invoices will reflect Manufactures/Suppliers list price, Discount applied and Price minus discount.
- 6. TRAVEL TIME** - Location, driving time (distance) and traffic congestion will be factors considered in the evaluation and recommendation for award of this bid. Close proximity to the City of Pasadena Fleet Maintenance of the awardee will decrease downtime, reduce maintenance cost, and will be a major factor in the consideration for award.
- 7. MATERIAL SAFETY DATA SHEETS**
Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to the CITY with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- 8. DESCRIPTIVE LITERATURE**
Containing sufficient information to determine product compliance with specifications must accompany bid. The City of Pasadena reserves the right to request samples from bidder(s) prior to award of contract. The City of Pasadena will accept Brochures, Price List and Catalogs on CDs. CDs must be marked with your company name and name of the catalog name, year and/or number.

**CITY OF PASADENA
PURCHASING OFFICE**

SPECIFICATIONS

1. SCOPE

The intent of this bid is to award a contract for frequently used automobile and truck parts that are new and unused and can be obtained on a timely basis. Part VI Section B of this bid will pertain to OEM (Original Equipment Manufacturer) parts. The Fleet Parts Room maintains a very small inventory because of limited space and cost. It is the desire of the City of Pasadena to award a contract that gives the City the best discount off List Pricing. The samples listed on the Pricing sample sheet are just a sample of the parts that will be requested, parts other than those listed shall receive discount that has been applied to the overall Section description.

2. TERM OF CONTRACT

The contract period will be for a period of one (1) year beginning on the second and final approval by the Mayor and City Council. No increases to prices will be allowed during the contract period. The City reserves the right to extend the bid for two (2) additional one-year periods if so agreed to by both parties.

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 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

The estimated annual value of this contract is shown on the Bid Pricing Sheet; however, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding. The actual order quantities will be dependent on usage and budget availability and purchases will be made as needed.

ITEMS DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS AS SET FORTH IN THESE DOCUMENTS.

3. AWARD

This bid may be awarded in whole, or in part to multiple vendors, 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.

4. TECHNICAL SPECIFICATIONS

In lieu of detailed technical specifications or general performance specifications for the items ordered, items furnished will be considered as meeting the technical specifications if they are the current part or product number, listed in the latest revision of the applicable Parts list issued by one of the Manufacturer's appearing in the Groups.

Be sure to complete Repair Parts and Sample Pricing Worksheet.

This bid consists of the following categories:

ALTERNATORS & STARTERS	FUEL INJECTION & FUEL PUMPS
BEARINGS, BALL & ROLLER	GASKETS & SEALS
BELTS, HOSES & CLAMPS	HEATING & AIR CONDITIONING
BRAKES, PADS & SHOES	IGNITION & TUNE-UP
BRAKES, DRUMS & ROTORS	WATER PUMPS
BRAKES, CALIPERS	STEERING & SUSPENSION
BRAKES, PAD & SHOES (POLICE PURSUIT)	UNIVERSAL JOINTS
BRAKES, DRUMS & ROTORS (POLICE PURSUIT)	WIPER BLADES
BRAKES, CALIPERS (POLICE PURSUIT)	
CAPS & THERMOSTATS	
CV AXLES, BOOTS, CLAMPS & JOINTS	
ELECTRICAL, LAMPS, LIGHTING & MIRRORS	
FILTERS	

**CITY OF PASADENA
PURCHASING OFFICE**

REPAIR PARTS PRICING SHEET
(Must be completed)

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

Brands specified for each category below are recommendations. Proposals may quote other brands that are considered equal. Please quote only parts of the highest quality."

The Sample Pricing Worksheet included must be completed showing net prices that reflect your quoted discount from the chart below. **Failure to complete and return Sample Pricing Worksheet with your bid response will be deemed as non-responsive and your bid will be rejected.**

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
1	ALTERNATORS & STARTERS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 	Motorcraft Ford	Ford 2025	- 35 %
2	BEARINGS, BALL & ROLLER <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Timkin 	↓	↓	%
3	BELTS, HOSES & CLAMPS <ul style="list-style-type: none"> AC Delco Gates Motorcraft Mopar 			%
4	BRAKES, PADS & SHOES <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Raybestos 			%
4A	BRAKES, DRUMS & ROTORS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 			%
4B	BRAKES, CALIPERS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Cardone 			%
5	BRAKES, PADS & SHOES (POLICE PURSUIT) <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Raybestos 			%
5A	BRAKES, DRUMS & ROTORS (POLICE PURSUIT) <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 			%

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
5B	BRAKES, CALIPERS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	Motorcraft Ford	Ford 2025	-35 %
6	CAPS & THERMOSTATS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Santech • Stant 			%
7	CV AXLES, BOOTS, CLAMPS & JOINTS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Moog 			%
8	ELECTRICAL, LAMPS, LIGHTING & MIRRORS <ul style="list-style-type: none"> • Bosch • Buss • Federal Signal • GE Lighting • Grote • Wagner • Stant 			%
9	FILTERS <ul style="list-style-type: none"> • AC Delco • Baldwin • Motorcraft • Mopar • Wix 			%
10	FUEL INJECTION & FUEL PUMPS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 			%
11	GASKETS & SEALS <ul style="list-style-type: none"> • Felpro 			%
12	HEATING & AIR CONDITIONING <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Murray • 4 Seasons 			%
13	IGNITION & TUNE-UP <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 			%

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
15	WATER PUMPS • AC Delco • Motorcraft • Mopar • TRW	Motorcraft Ford	Ford 2025	-35 %
16	STEERING & SUSPENSION • AC Delco • Motorcraft • Mopar • Moog • Monroe	↓	↓	↓
17	UNIVERSAL JOINTS • Precision • Spicer			
18	WIPER BLADES • Anco • AC Delco • Motorcraft • Mopar • Bosch			

%

Signature: Wade Long

Title: Parts Manager

Company Name: Helfman Ford

Date: December 4, 2025



Purchasing Department
1149 Ellsworth Dr., Suite 400
Pasadena, Texas 77506
713-475-5532
FAX 713-920-7938

ADDENDUM # 1

Issue Date: 11/25/2025

IFB NO. 25-026 Automotive Repair and OEM Parts & Supplies

Addenda (or addendum if singular) are written instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Note: All addendums MUST be signed and returned with the Bid Package.

To All Prospective Bidders/Proposers:

1. The Section A SAMPLE PRICING WORKSHEET originally issued on pages 15-18 with this IFB is hereby **deleted in its entirety** and replaced with the **Revised Section A SAMPLE PRICING WORKSHEET – Addendum 1** attached to this addendum.



Authorized Signature

12-4-25
Date

Revised Section A SAMPLE PRICING WORKSHEET
(Must be completed)

The items listed below are a sampling of parts used by the city. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount Off Price List, and Unit Price w/ Discount columns.

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
1	Ball Joint, Lower 3W1Z-3050-B	K80141	Moog	EA	\$ 105.09	\$ -35%	\$ 68.31
2	Battery Protector BATTPROTEC	5046	CRC	EA	\$ 18.08	\$ -35%	\$ 11.75
3	Belt Tension Pulley ZW7Z-6B209-AA	38189	Gates	EA	\$ 75.09	\$ -35%	\$ 48.81
4	Belt, Micron QJK7977	K070975	Gates	EA	\$ 9.80	\$ -35%	\$ 6.37
5	Belt, XL D9PZ-8620-PA	7525	Gates	EA	\$ 29.40	\$ -35%	\$ 19.11
6	Blower Motor	MM929	Motorcraft	EA	\$ 132.00	\$ -35%	\$ 85.80
7	Blower Motor Resistor	35794	Four Season	EA	\$ -	\$ -	\$ -
8	Brake Pads, Front BR1278B	BR127813	Motorcraft	EA	\$ 66.65	\$ -35%	\$ 43.22
9	Brakes, Caliper BRCF111	184790	Cardone	EA	\$ 181.64	\$ -35%	\$ 118.07
10	Brakes, Caliper BRCF112	184791	Cardone	EA	\$ 181.64	\$ -35%	\$ 118.07
11	Brakes, Rotor	18A813	AC Delco	EA	\$ -	\$ -	\$ -
12	Clearance Marker	46742	Grote	EA	\$ -	\$ -	\$ -
13	Coil Pack	DG511	Motorcraft	EA	\$ 81.09	\$ -35%	\$ 52.71
14	Filter, Air FA1032	PA2152	Baldwin	EA	\$ 28.98	\$ -35%	\$ 18.84
15	Filter, Air FA1632	PA4075	Baldwin	EA	\$ 28.98	\$ -35%	\$ 18.84
16	Filter, Air	PA4113	Baldwin	EA	\$ -	\$ -	\$ -
17	Filter, Oil FA1886	1A1886	Motorcraft	EA	\$ 179.64	\$ -35%	\$ 116.77
18	Filter, Oil QFL26	B31	Baldwin	EA	\$ 10.93	\$ -35%	\$ 7.10
19	Filter, Oil FG1114	BF7668	Baldwin	EA	\$ 32.36	\$ -35%	\$ 21.03
20	Filter, Oil FL2016	FL820-S	Motorcraft	EA	\$ 12.71	\$ -35%	\$ 8.26
21	Filter, Oil	P7235	Baldwin	EA	\$ 64.18	\$ -35%	\$ 41.72
22	Fuel Filter	FD4617	Motorcraft	EA	\$ 161.09	\$ -35%	\$ 104.71
23	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS131	Motorcraft	EA	\$ 257.78	\$ -35%	\$ 167.56
24	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS151	Motorcraft	EA	\$ 200.40	\$ -35%	\$ 130.26
25	Fuel Pump	PFS504	Motorcraft	EA	\$ 559.73	\$ -35%	\$ 363.82
26	Gasket, Thermostat	RG571	Motorcraft	EA	\$ 4.51	\$ -35%	\$ 2.93
27	Head Light, Halogen E5LY-13N021-A	9004	GE Lighting	EA	\$ 13.65	\$ -35%	\$ 8.87
28	Head Light, Halogen 5C3Z-13N021-AA	9008	GE Lighting	EA	\$ 28.83	\$ -35%	\$ 18.74

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
29	Intake Gasket Set 2L3Z-9439-AA	MS 92121-3	Felpro	EA	\$ 49.68	\$ -35%	\$ 32.29
30	Lamp, Backup	62271	Grote	EA	\$ -	\$ -	\$ -
31	Lamp, Tail Light	50972	Grote	EA	\$ -	\$ -	\$ -
32	Lamp, Turn Signal F4CZ-13466-A	3157	GE Lighting	EA	\$ 4.00	\$ -35%	\$ 2.60
33	Lamp, Turn Signal 6E5Z-13466-AC	3457	GE Lighting	EA	\$ 4.00	\$ -35%	\$ 2.60
34	Plug Wires	27873	Auto Star	EA	\$ -	\$ -	\$ -
35	Spark Plug QSP4	41-110	AC Delco	EA	\$ 1.20	\$ -35%	\$ 0.78
36	Thermostat QRT53	131-156	AC Delco	EA	\$ 7.31	\$ -35%	\$ 4.75
37	U-Joints	433	Precision	EA	\$ -	\$ -	\$ -
38	Water Pump QPW25	252-711	AC Delco	EA	\$ 77.86	\$ -35%	\$ 50.61
39	Wiper Blades LU2Z-17V528-G	31-22	ANCO	EA	\$ 20.98	\$ COST + 10%	\$ 15.00
TOTAL	\$						\$ 1710.30

Signature: 
Title: Parts Manager
Company Name: Helfman Ford
Date: December 4, 2025

Section B SAMPLE PRICING WORKSHEET
OEM PARTS
(Must be completed)

The items listed below are a sampling of OEM parts used by the City. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount off Price List and Unit Price w/ Discount columns.

Item #	Description	OEM Part Code	MFR	U/M	List Price	Discount (%) off Wholesale List Price	Unit Price w/Discount
1	Axle Seal	3U2Z 1S177 AA	FORD	1	122.80	LIST-35%	79.82
2	Tire Pressure Sensor	6F2Z 1A189 A	FORD	1	83.62	LIST-35%	54.35
3	Tire Pressure Sensor	9L3Z 1A189 A	FORD	1	83.62	LIST-35%	54.35
4	Axle Bearings	3W1Z 1225 AA	FORD	1	24.17	LIST-35%	15.71
5	Brake Module	5W7Z 2C219 AB	FORD	1	1285.89	LIST-35%	835.83
6	Ball Joints	5C2Z 3049 AA	FORD	1	75.67	LIST-35%	49.19
7	Ball Joints	BC3Z 3050 C	FORD	1	78.73	LIST-35%	51.17
8	Track Bar	AC3Z 3B239 A	FORD	1	231.00	LIST-35%	150.15
9	Axle Shaft	6W1Z 4234 A	FORD	1	325.00	LIST-35%	211.25
10	Tensioner	3C2Z 6B209 AA	FORD	1	151.27	LIST-35%	98.33
11	Tensioner	7C3Z 6B209 B	FORD	1	161.45	LIST-35%	104.94
12	Steering Column Bushing	F3TZ 7L278 A	FORD	1	5.24	LIST-35%	3.41
13	Steering Column Bushing	F2DZ 7E400 A	FORD	1	28.90	LIST-35%	18.79
14	Coolant Reservoir	6C3Z 8A080 B	FORD	1	249.23	LIST-35%	162.00
15	Reservoir Cap	9C3Z 8101 B	FORD	1	10.45	LIST-35%	6.79
16	Radiator Hose	AC3Z 8260 A	FORD	1	196.36	LIST-35%	127.63
17	Radiator Hose	3C3Z 8260 AG	FORD	1	36.36	LIST-35%	23.63
18	Radiator Hose	AC3Z 8286 A	FORD	1	307.27	LIST-35%	199.73
19	Radiator Hose	5C3Z 8286 DH	FORD	1	133.45	LIST-35%	86.74
20	Thermostat	3C3Z 8575 AA	FORD	1	63.64	LIST-35%	41.37
21	Cooling Fan	8W1Z 8C607 C	FORD	1	323.64	LIST-35%	210.37
22	Belt	3C3Z 8620 DB	FORD	1	95.64	LIST-35%	62.17
23	Cooling Fan Relay	6W1Z 8B658 AC	FORD	1	248.51	LIST-35%	161.53

HC3Z-3B239-F

GC2Z-7E400-A

24	Idler Pulley	3C3Z 8678 EB	FORD	1	91.44	LIST-35%	59.44
25	Idler Pulley	7C3Z 8678 B	FORD	1	64.73	LIST-35%	42.07
26	Fuel Filter Cap	3C3Z 9G270 AA	FORD	1	102.77	LIST-35%	66.80
27	Oxygen Sensor	8F9Z 9F472 B	FORD	1	149.09	LIST-35%	96.91
28	Throttle Body	7T4Z 9E926 FA	FORD	1	385.75	LIST-35%	250.74
29	Headlamp	4W7Z 13008 ACP	FORD	1	86.28	LIST-35%	56.08
30	Headlamp Bulb	5C3Z 13N021 AA	FORD	1	28.83	LIST-35%	18.74
31	Hood Lifts	6W7Z 16C826	FORD	1	36.60	LIST-35%	23.79
32	Heater Hose	7L1Z 1872 AA	FORD	1	101.83	LIST-35%	66.19
33	Heater Hose	8L1Z 18427 A	FORD	1	125.12	LIST-35%	81.33
34	Heater Core	7C3Z 18476 B	FORD	1	192.73	LIST-35%	125.27
35	Resistor	3F2Z 18591 AA	FORD	1	69.45	LIST-35%	45.14
36	Blend Door Act.	AW7Z 19E616 A	FORD	1	80.91	LIST-35%	52.59
37	Blend Door Act.	DL3Z 19E616 A	FORD	1	33.64	LIST-35%	21.87
38	A/C Hose	6W7Z 19D734 AA	FORD	1	250.36	LIST-35%	162.73
39	Blower Motor	4W7Z19805	FORD	1	132.00	LIST-35%	85.80
40	Blower Motor	7C3Z 19805 B	FORD	1	156.35	LIST-35%	101.63
41	Accumulator	8C3Z 19C836 C	FORD	1	281.82	LIST-35%	183.18
42	Evaporator Hose	7C3Z 19860 B	FORD	1	204.00	LIST-35%	132.60
43	Frame Insulator	7C3Z 1000154 AB	FORD	1	49.88	LIST-35%	32.42
44	Frame Insulator	7C3Z 1000154 BA	FORD	1	53.15	LIST-35%	34.55
45	Frame Insulator	7C3Z 1000154 LB	FORD	1	49.22	LIST-35%	31.99
46	Frame Insulator	7C3C 1000155 A	FORD	1	30.07	LIST-35%	19.55
47	Frame Insulator	7C3Z 1000155 AA	FORD	1	38.63	LIST-35%	25.11
48	Frame Insulator	7C3Z 1000155 GA	FORD	1	38.28	LIST-35%	24.88
49	Window Regulator	BL1Z 7823200 AA	FORD	1	241.82	LIST-35%	157.18
50	Window Regulator	BL1Z 7823201 AA	FORD	1	269.09	LIST-35%	174.91

4W7Z-13008-A

6W7Z-16C826-AB

7L1Z-18472-AA

8L1Z-18472-A

H2MZ-18476-V

4W7Z-19805-AA

7C3Z-19805-B

7C3Z-1000155-A

Signature: Title: Parts ManagerCompany Name: Helfman FordDate: December 4, 2025

Delivery RequirementsWill you deliver locally stocked parts a maximum of 5-times per day? Yes NoIf No, how many times per day will you deliver? 3 timesWill you make Emergency deliveries within 2-hours? Yes No**Physical Location of Facility:**Mailing Address: 12220 Southwest FreewayCity: Stafford State: TX Zip: 77477Phone: _____ Fax: 281-240-0642Hours of Operation: (Mon.-Fri) 7 A.M. to 6 P.M.(Sat) 8 A.M. to 3 P.M. - NO Delivery**Contact information for checking status of orders and delivery:**Contact Name: Jacob Garcia Title: SalesPhone: 281-274-7320 Cell: _____**Accounts Payables Information:**Contact Name: Lisa Rios Title: Office ManagerMailing Address: 12220 Southwest FreewayCity: Stafford State: TX Zip: 77477Telephone: 281-274-7217 Fax: _____

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: [Handwritten Signature]Title: Parts ManagerCompany Name: Helfman FordDate: December 4, 2025

FULL LEGAL FIRM/COMPANY NAME: Heffman Ford
 BUSINESS STREET ADDRESS: 12220 SW Fwy Stafford Tx 77477
 BUSINESS MAILING ADDRESS: Same as above
 BUSINESS TELEPHONE NUMBER: 1-800-634-8008
 BUSINESS FAX NUMBER: 281-240-0642
 COUNTY: Fort Bend MINORITY OWNED: Yes No # OF EMPLOYEES: 40

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

YEAR ESTABLISHED: 1982 NUMBER OF YEARS IN BUSINESS: 40+

FEDERAL ID NO.: 176000296

NATURE OF BUSINESS: Automotive Dealership/OEM Parts

PRINCIPALS:

NAME: _____ TITLE: _____
 NAME: _____ TITLE: _____
 NAME: _____ TITLE: _____

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Fort Bend (County) §.

Being first duly sworn, deposes and says that:

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

Wade Ussery
 Authorized Representative's Signature
Wade Ussery
 Representative's Name

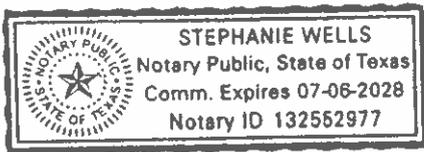
Helfman Ford
 Company Name
Parts Manager
 Representative's Title

On this the 24 day of November, ~~2014~~ 2025, 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:

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



BIDDER REFERENCES

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

- 1. COMPANY NAME: Fort Bend County
ADDRESS: 301 Jackson St Suite 201
CITY / STATE / ZIP: Richmond Tx 77469
PHONE NO.: 281-341-8640
NAME OF CONTRACT: Purchasing Department
EMAIL: _____

- 2. COMPANY NAME: City of Sugar Land
ADDRESS: 2700 Town Center Blvd PO Box 110
CITY / STATE / ZIP: Sugar Land TX 77487
PHONE NO.: 281-275-2740
NAME OF CONTRACT: Purchasing Department
EMAIL: _____

- 3. COMPANY NAME: Texas Department of Crimina Sostice
ADDRESS: PO Box 4018
CITY / STATE / ZIP: Huntsville Tx 77342-4018
PHONE NO.: 936-437-3874
NAME OF CONTRACT: Brandy Hairell
EMAIL: _____

ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Monument Chevrolet, (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of OEM auto parts for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on December 8, 2025, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to

EXHIBIT "B"

carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver OEM auto parts to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th

Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

ATTEST:

MONUMENT CHEVROLET

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

 This instrument was acknowledged before me on the ____
day of _____, 2026 by _____, the
_____ of MONUMENT CHEVROLET, a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

City of Pasadena



PURCHASING OFFICE
 1149 ELLSWORTH DR. SUITE 400
 PASADENA, TEXAS 77506
 PH: 713-475-5532
 FAX 713-472-0144

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 November 19, 2025	TITLE Automotive Repair and OEM Parts & Supplies	NUMBER 25-026 BID WRITER Cheyenne Keltch, Buyer II	CLOSING DATE & TIME December 8, 2025 by 4:00pm
PRE-BID DATE, TIME AND LOCATION N/A			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Monument Chevrolet		TAXPAYER IDENTIFICATION NUMBER 17417875246	
MAILING ADDRESS 3940 Pasadena Freeway		NO BID: If not submitting a bid, state reason below and return one copy of this form	
CITY-STATE-ZIP Pasadena, TX 77503			
PH: 713-473-7601		EMAIL: jhicks@monumentchevrolet.com	
FX: 713-580-1761		WEB ADDRESS: www.monumentchevrolet.com	
TOTAL BID AMOUNT \$6113.08		Delivery: Calendar days after receipt of Purchase Order: <u>1</u> days (ARO)	
Bids are firm for Acceptance for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Payment Terms: <u>0</u> % , net <u>30</u>	
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 12/3/25	PRINTED NAME/TITLE Jerry Hicks / Parts Manager
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.

**CITY OF PASADENA
PURCHASING OFFICE**

**REPAIR PARTS PRICING SHEET
(Must be completed)**

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

Brands specified for each category below are recommendations. Proposals may quote other brands that are considered equal. Please quote only parts of the highest quality."

The Sample Pricing Worksheet included must be completed showing net prices that reflect your quoted discount from the chart below. Failure to complete and return Sample Pricing Worksheet with your bid response will be deemed as non-responsive and your bid will be rejected.

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
1	ALTERNATORS & STARTERS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	AC Delco	GM Price List/ 12/01/25	25 %
2	BEARINGS, BALL & ROLLER <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Timkin 	AC Delco	GM Price List/ 12/01/25	25 %
3	BELTS, HOSES & CLAMPS <ul style="list-style-type: none"> • AC Delco • Gates • Motorcraft • Mopar 	AC Delco	GM Price List/ 12/01/25	25 %
4	BRAKES, PADS & SHOES <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Raybestos 	AC Delco	GM Price List/ 12/01/25	25 %
4A	BRAKES, DRUMS & ROTORS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	AC Delco	GM Price List/ 12/01/25	25 %
4B	BRAKES, CALIPERS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Cardone 	AC Delco	GM Price List/ 12/01/25	25 %
5	BRAKES, PADS & SHOES (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Raybestos 	AC Delco	GM Price List/ 12/01/25	25 %
5A	BRAKES, DRUMS & ROTORS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	AC Delco	GM Price List/ 12/01/25	25 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
5B	BRAKES, CALIPERS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	AC Delco	GM Price List/ 12/01/25	25 %
6	CAPS & THERMOSTATS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Santech • Stant 	AC Delco	GM Price List/ 12/01/25	25 %
7	CV AXLES, BOOTS, CLAMPS & JOINTS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Moog 	AC Delco	GM Price List/ 12/01/25	25 %
8	ELECTRICAL, LAMPS, LIGHTING & MIRRORS <ul style="list-style-type: none"> • Bosch • Buss • Federal Signal • GE Lighting • Grote • Wagner • Stant 	AC Delco	GM Price List/ 12/01/25	25 %
9	FILTERS <ul style="list-style-type: none"> • AC Delco • Baldwin • Motorcraft • Mopar • Wix 	AC Delco	GM Price List/ 12/01/25	25 %
10	FUEL INJECTION & FUEL PUMPS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	AC Delco	GM Price List/ 12/01/25	25 %
11	GASKETS & SEALS <ul style="list-style-type: none"> • Felpro 			%
12	HEATING & AIR CONDITIONING <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Murray • 4 Seasons 	AC Delco	GM Price List/ 12/01/25	25 %
13	IGNITION & TUNE-UP <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	AC Delco	GM Price List/ 12/01/25	25 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
15	WATER PUMPS • AC Delco • Motorcraft • Mopar • TRW	AC Delco	GM Price List/ 12/01/25	25 %
16	STEERING & SUSPENSION • AC Delco • Motorcraft • Mopar • Moog • Monroe	AC Delco	GM Price List/ 12/01/25	25 %
17	UNIVERSAL JOINTS • Precision • Spicer			%
18	WIPER BLADES • Anco • AC Delco • Motorcraft • Mopar • Bosch	AC Delco	GM Price List/ 12/01/25	25 %

%

Signature: 

Title: Parts Manager

Company Name: Monument Chevrolet

Date: 12/13/25



Purchasing Department
1149 Ellsworth Dr., Suite 400
Pasadena, Texas 77506
713-475-5532
FAX 713-920-7938

ADDENDUM # 1

Issue Date: 11/25/2025

IFB NO. 25-026 Automotive Repair and OEM Parts & Supplies

Addenda (or addendum if singular) are written instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Note: All addendums MUST be signed and returned with the Bid Package.

To All Prospective Bidders/Proposers:

1. The Section A SAMPLE PRICING WORKSHEET originally issued on pages 15-18 with this IFB is hereby **deleted in its entirety** and replaced with the **Revised Section A SAMPLE PRICING WORKSHEET – Addendum 1** attached to this addendum.



Authorized Signature

12/3/25
Date

Revised Section A SAMPLE PRICING WORKSHEET
(Must be completed)

The items listed below are a sampling of parts used by the city. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount Off Price List, and Unit Price w/ Discount columns.

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
1	Ball Joint, Lower	K80141	Moog	EA	\$	\$	\$
2	Battery Protector	5046	CRC	EA	\$	\$	\$
3	Belt Tension Pulley	38189	Gates	EA	\$	\$	\$
4	Belt, Micron	K070975	Gates	*EA	\$	\$	\$
5	Belt, XL	7525	Gates	EA	\$	\$	\$
6	Blower Motor	MM829	Motorcraft	EA	\$	\$	\$
7	Blower Motor Resistor	35794	Four Season	EA	\$	\$	\$
8	Brake Pads, Front	BR127813	Motorcraft	EA	\$	\$	\$
9	Brakes, Caliper	184790	Cardone	EA	\$	\$	\$
10	Brakes, Caliper	184791	Cardone	EA	\$	\$	\$
11	Brakes, Rotor	18A813	AC Delco	EA	\$ 152.45	\$ 25%	\$ 114.34
12	Clearance Marker	46742	Grote	EA	\$	\$	\$
13	Coil Pack	DG511	Motorcraft	EA	\$	\$	\$
14	Filter, Air	PA2152	Baldwin	EA	\$	\$	\$
15	Filter, Air	PA4075	Baldwin	EA	\$	\$	\$
16	Filter, Air	PA4113	Baldwin	EA	\$	\$	\$
17	Filter, Oil	1A1886	Motorcraft	EA	\$	\$	\$
18	Filter, Oil	B31	Baldwin	EA	\$	\$	\$
19	Filter, Oil	BF7668	Baldwin	EA	\$	\$	\$
20	Filter, Oil	FL820-S	Motorcraft	EA	\$	\$	\$
21	Filter, Oil	P7235	Baldwin	EA	\$	\$	\$
22	Fuel Filter	FD4617	Motorcraft	EA	\$	\$	\$
23	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS13I	Motorcraft	EA	\$	\$	\$
24	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS151	Motorcraft	EA	\$	\$	\$
25	Fuel Pump	PFS504	Motorcraft	EA	\$	\$	\$
26	Gasket, Thermostat	RG571	Motorcraft	EA	\$	\$	\$
27	Head Light, Halogen	9004	GE Lighting	EA	\$	\$	\$
28	Head Light, Halogen	9008	GE Lighting	EA	\$	\$	\$

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
29	Inlake Gasket Set	MS 92121-3	Felpro	EA	\$	\$	\$
30	Lamp, Backup	62271	Grote	EA	\$	\$	\$
31	Lamp, Tail Light	50972	Grote	EA	\$	\$	\$
32	Lamp, Turn Signal	3157	GE Lighting	EA	\$	\$	\$
33	Lamp, Turn Signal	3457	GE Lighting	EA	\$	\$	\$
34	Plug Wires	27873	Auto Star	EA	\$	\$	\$
35	Spark Plug	41-110	AC Delco	EA	\$ 16.46	25%	\$ 12.35
36	Thermostat	131-156	AC Delco	EA	\$ 45.12	25%	\$ 33.84
37	U-Joints	433	Precision	EA	\$	\$	\$
38	Water Pump	252-711	AC Delco	EA	\$ 168.20	25%	\$ 126.15
39	Wiper Blades	31-22	ANCO	EA	\$	\$	\$
TOTAL	\$						

Signature: 

Title: Parts Manager

Company Name: Monument Chevrolet

Date: 12/3/25

Section B SAMPLE PRICING WORKSHEET
OEM PARTS
 (Must be completed)

The items listed below are a sampling of OEM parts used by the City. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount off Price List and Unit Price w/ Discount columns.

Item #	Description	OEM Part Code	MFR	U/M	List Price	Discount (%) off Wholesale List Price	Unit Price w/Discount
1	Axle Seal	3U2Z 1S177 AA	GM 12471686		22.22	25%	15.55
2	Tire Pressure Sensor	6F2Z 1A189 A	GM 13598909		21.02	25%	14.71
3	Tire Pressure Sensor	9L3Z 1A189 A	GM 13540604		104.00	25%	72.80
4	Axle Bearings	3W1Z 1225 AA	GM 12479031		96.32	25%	67.42
5	Brake Module	5W7Z 2C219 AB	GM 84256781		263.61	25%	184.53
6	Ball Joints	5C2Z 3049 AA	GM 19210782		115.09	25%	80.56
7	Ball Joints	BC3Z 3050 C	GM 84628488		271.20	25%	189.84
8	Track Bar	AC3Z 3B239 A	GM 23498331		205.17	25%	143.62
9	Axle Shaft	6W1Z 4234 A	GM 23199121		371.63	25%	260.14
10	Tensioner	3C2Z 6B209 AA	GM 12670574		98.25	25%	68.78
11	Tensioner	7C3Z 6B209 B	GM 12715120		142.11	25%	99.48
12	Steering Column Bushing	F3T2 7L278 A	GM 15231641		20.65	25%	14.46
13	Steering Column Bushing	F2DZ 7E400 A	GM 26001827		86.67	25%	60.67
14	Coolant Reservoir	6C3Z 8A080 B	GM 84368362		95.45	25%	66.82
15	Reservoir Cap	9C3Z 8101 B	GM 13502354		13.71	25%	9.60
16	Radiator Hose	AC3Z 8260 A	GM 84919469		206.32	25%	144.42
17	Radiator Hose	3C3Z 8260 AG	GM 23203513		69.55	25%	48.69
18	Radiator Hose	AC3Z 8286 A	GM 22992586		90.66	25%	63.46
19	Radiator Hose	5C3Z 8286 DH	GM 84919468		40.73	25%	28.51
20	Thermostat	3C3Z 8575 AA	GM 12674639		117.50	25%	82.25
21	Cooling Fan	8W1Z 8C607 C	GM 85565556		612.42	25%	428.62
22	Belt	3C3Z 8620 DB	GM 12626076		42.14	25%	29.50
23	Cooling Fan Relay	6W1Z 8B658 AC	GM 13468935		11.48	25%	8.04

24	Idle Pulley	3C3Z 8678 EB	GM 12610680	119.48	25%	83.64
25	Idle Pulley	7C3Z 8678 B	GM 12611587	90.49	25%	63.34
26	Fuel Filter Cap	3C3Z 9G270 AA	GM 23368720	40.22	25%	28.15
27	Oxygen Sensor	8F9Z 9F472 B	GM 12657188	64.55	25%	45.19
28	Throttle Body	7T4Z 9E926 FA	GM 12740725	349.85	25%	244.90
29	Headlamp	4W7Z 13008 ACP	GM 87842734	1438.87	25%	1007.21
30	Headlamp Bulb	5C3Z 13N021 AA	GM 13582913	73.82	25%	51.67
31	Hood Lifts	6W7Z 16C826	GM 20998191	24.76	25%	17.33
32	Heater Hose	7L1Z 1872 AA	GM 84919464	88.18	25%	61.73
33	Heater Hose	8L1Z 18427 A	GM 84919466	102.85	25%	72.00
34	Heater Core	7C3Z 18476 B	GM 84418887	285.38	25%	199.77
35	Resistor	3F2Z 18591 AA	GM 22890120	94.11	25%	65.88
36	Blend Door Act.	AW7Z 19F616 A	GM 22808876	84.33	25%	59.03
37	Blend Door Act.	DL3Z 19E616 A	GM 22838102	88.37	25%	61.86
38	A/C Hose	6W7Z 19D734 AA	GM 84401906	197.96	25%	138.57
39	Blower Motor	4W7Z 19805	GM 85720412	319.78	25%	223.85
40	Blower Motor	7C37 19805 B	GM 88468848	124.40	25%	87.08
41	Accumulator	8C3Z 19C836 C	GM 84451983	137.69	25%	96.38
42	Evaporator Hose	7C3Z 19860 B	GM 84459869	322.49	25%	225.74
43	Frame Insulator	7C3Z 1000154 AB	GM 15201791	68.14	25%	47.70
44	Frame Insulator	7C3Z 1000154 BA	GM 22825456	134.13	25%	93.89
45	Frame Insulator	7C3Z 1000154 LB	GM 23248394	130.07	25%	91.05
46	Frame Insulator	7C3C 1000155 A	GM 23121305	146.83	25%	102.78
47	Frame Insulator	7C3Z 1000155 AA	GM 23248395	118.01	25%	82.61
48	Frame Insulator	7C3Z 1000155 GA	GM 23248396	119.88	25%	83.92
49	Window Regulator	BL1Z 7823200 AA	GM 84621036	325.93	25%	228.15
50	Window Regulator	BL1Z 7823201 AA	GM 84621037	345.98	25%	242.19

Signature: _____

Title: Parts ManagerCompany Name: Monument ChevroletDate: 12/3/25

Delivery Requirements

Will you deliver locally stocked parts a maximum of 5-times per day? Yes No

If No, how many times per day will you deliver? _____ times

Will you make Emergency deliveries within 2-hours? Yes No

Physical Location of Facility:

Mailing Address: 3940 Pasadena Freeway

City: Pasadena State: TX Zip: 77503

Phone: 713-473-7601 Fax: 713-580-1761

Hours of Operation: (Mon.-Fri) 7:00 A.M. to 10:00 P.M.
 (Sat) closed A.M. to _____ P.M.

Contact information for checking status of orders and delivery:

Contact Name: Jerry Hicks Title: Parts Manager

Phone: 713-580-1760 Cell: 713-580-1760

Accounts Payables Information:

Contact Name: Marilyn Stewart Title: Controller

Mailing Address: 3940 Pasadena Freeway

City: Pasadena State: TX Zip: 77503

Telephone: 713-580-1521 Fax: 713-580-1522

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: 

Title: Parts Manager

Company Name: Monument Chevrolet

Date: 12/3/25

FULL LEGAL FIRM/COMPANY NAME: Timmers Chevrolet DBA Monument Chevrolet
BUSINESS STREET ADDRESS: 3940 Pasadena Freeway
BUSINESS MAILING ADDRESS: 3940 Pasadena Freeway / Pasadena / TX / 77503
BUSINESS TELEPHONE NUMBER: 713-473-7601
BUSINESS FAX NUMBER: 713-580-1761
COUNTY: Harris MINORITY OWNED: Yes No # OF EMPLOYEES: 140

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

YEAR ESTABLISHED: 1974 NUMBER OF YEARS IN BUSINESS: 51

FEDERAL ID NO.: 741787524

NATURE OF BUSINESS: Auto Dealer

PRINCIPALS:

NAME: W Carroll Smith TITLE: President

NAME: WC Smith TITLE: Vice President

NAME: Brandon Smith TITLE: Vice President

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Harris (County) §.

Being first duly sworn, deposes and says that:

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

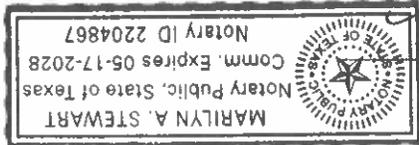
Jerry Hicks
 Authorized Representative's Signature
 Jerry Hicks
 Representative's Name

Monument Chevrolet
 Company Name
Parts Manager
 Representative's Title

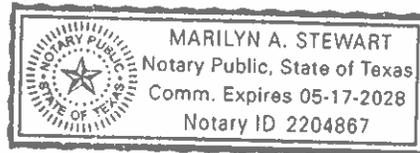
On this the 2nd day of December, 2025, before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



Marilyn A. Stewart
 (Name of Notary Public: Print, Stamp, or Type as Commissioned)



BIDDER REFERENCES

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

1. COMPANY NAME: Eastex Collision

ADDRESS: 11360 Eastex Freeway

CITY / STATE / ZIP: Houston / Tx / 77093

PHONE NO.: 281-987-1500

NAME OF CONTRACT: Joanne Silva

EMAIL: jsilva48@peoplepc.com

2. COMPANY NAME: Port of Houston

ADDRESS: 12703 Port Rd

CITY / STATE / ZIP: Seabrook / Tx / 77856

PHONE NO.: 281-291-6970

NAME OF CONTRACT: Robin Nutt

EMAIL: rnutt@porthouston.com

3. COMPANY NAME: Harris County Fleet Maint

ADDRESS: 2505 Texas Ave

CITY / STATE / ZIP: Houston / Tx / 77003

PHONE NO.: 713-274-2290

NAME OF CONTRACT: Robert Gonzalez

EMAIL: Roberto.Gonzalez@harriscountytexas.gov

CITY OF PASADENA

LOCAL BIDDER PREFERENCE CLAIM FORM

Sections 271.905 and 281.9051 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: Timmers Chevrolet / dba Monument Chevrolet

Address: 3940 Pasadena Freeway

City: Pasadena St: Tx Zip: 77503

Business Structure: [] Sole Proprietorship [] Partnership [x] 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). 1974

(b) Most recent year property valuation (if owned); real and personal property. \$ 4,687,787.00

(c) Annual taxable sales (originating in Pasadena) \$ 125,146,418.00

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

(e) Total number of current employees 140 and number of Pasadena-resident employees 100

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

(a) Number of additional jobs created 0 or retained for Pasadena resident-employees 0

(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

Three horizontal lines for additional information.

Certification of Information:

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: 25-026 Automotive Repair and OEM Parts and Supplies

Jerry Hicks 12/2/25
(Print name of bidder) (Date)

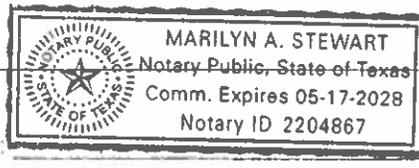
[Signature]
(Signature)

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Appeared before me the above-named Jerry E. Hicks JR, 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 2nd day of December, 2025.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____
Commission Expires: _____



ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Parts Authority LLC, (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of Aftermarket auto parts for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on December 8, 2025, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to

EXHIBIT "C"

carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver Aftermarket auto parts to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th

Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

PARTS AUTHORITY LLC

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF NASSAU §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, the _____ of PARTS AUTHORITY LLC, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

City of Pasadena



PURCHASING OFFICE
 1149 ELLSWORTH DR. SUITE 400
 PASADENA, TEXAS 77506
 PH: 713-475-5532
 FAX 713-472-0144

ORIGINAL

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 ELLSWORTH DR. SUITE 200 PASADENA, TX 77506		<h2>Invitation for Bids (IFB)</h2>	
MAILING DATE November 19, 2025	TITLE Automotive Repair and OEM Parts & Supplies	NUMBER 25-026 BID WRITER Cheyenne Keltch, Buyer II	CLOSING DATE & TIME December 8, 2025 by 4:00pm
PRE-BID DATE, TIME AND LOCATION N/A			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Parts Authority LLC		TAXPAYER IDENTIFICATION NUMBER 81-2962479	
MAILING ADDRESS 3 Dakota Dr Ste 110		NO BID: If not submitting a bid, state reason below and return one copy of this form	
CITY-STATE-ZIP New Hyde Park, NY 11042			
PH: 410-789-6571 x7532		EMAIL: fleetbids@partsauthority.com	
FX:		WEB ADDRESS: partsauthority.com	
TOTAL BID AMOUNT: 1,623.09		Delivery: Calendar days after receipt of Purchase Order: 1 days (ARO)	
Bids are firm for Acceptance for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Payment Terms: 0 % , net 30	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
AUTHORIZED SIGNATURE 		DATE 12/03/2025	PRINTED NAME/TITLE Dave LaBarre, Gov't Sales Manager
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.

ORIGINAL

**CITY OF PASADENA
PURCHASING OFFICE**

**REPAIR PARTS PRICING SHEET
(Must be completed)**

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

Brands specified for each category below are recommendations. Proposals may quote other brands that are considered equal. Please quote only parts of the highest quality."

The Sample Pricing Worksheet included must be completed showing net prices that reflect your quoted discount from the chart below. Failure to complete and return Sample Pricing Worksheet with your bid response will be deemed as non-responsive and your bid will be rejected.

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
1	ALTERNATORS & STARTERS <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar 	AC Delco Motorcraft MPA BBB	12-01-25 12-01-25 10-23-25 10-07-25	62% off PA list price 67% off PA list price 72% off PA list price 64% off PA list price
2	BEARINGS, BALL & ROLLER <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar ● Timkin 	AC Delco Motorcraft Timken	12-01-25 12-01-25 11-03-25	62% off PA list price 67% off PA list price 81% off PA list price
3	BELTS, HOSES & CLAMPS <ul style="list-style-type: none"> ● AC Delco ● Gates ● Motorcraft ● Mopar 	AC Delco Gates Motorcraft	12-01-25 11-26-25 12-01-25	62% off PA list price 67% off PA list price 67% off PA list price
4	BRAKES, PADS & SHOES <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar ● Raybestos 	AC Delco Motorcraft Dynamic Friction Centric Power Stop	12-01-25 12-01-25 11-17-25 10-31-25 10-23-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 66% off PA list price
4A	BRAKES, DRUMS & ROTORS <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar 	AC Delco Motorcraft Dynamic Friction Centric Power Stop	12-01-25 12-01-25 11-17-25 10-31-25 10-23-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 66% off PA list price
4B	BRAKES, CALIPERS <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar ● Cardone 	AC Delco Motorcraft Dynamic Friction Centric Cardone	12-01-25 12-01-25 11-17-25 10-31-25 10-15-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 75% off PA list price
5	BRAKES, PADS & SHOES (POLICE PURSUIT) <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar ● Raybestos 	AC Delco Motorcraft Dynamic Friction Centric Power Stop	12-01-25 12-01-25 11-17-25 10-31-25 10-23-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 66% off PA list price
5A	BRAKES, DRUMS & ROTORS (POLICE PURSUIT) <ul style="list-style-type: none"> ● AC Delco ● Motorcraft ● Mopar 	AC Delco Motorcraft Dynamic Friction Centric Power Stop	12-01-25 12-01-25 11-17-25 10-31-25 10-23-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 66% off PA list price

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
5B	BRAKES, CALIPERS (POLICE PURSUIT) <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 	AC Delco Motorcraft Dynamic Friction Centric Power Stop	12-01-25 12-01-25 11-17-25 10-31-25 10-23-25	62% off PA list price 67% off PA list price 65% off PA list price 61% off PA list price 66% off PA list price
6	CAPS & THERMOSTATS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Santech Stant 	AC Delco Motorcraft Motorrad	12-01-25 12-01-25 07-10-25	62% off PA list price 67% off PA list price 60% off PA list price
7	CV AXLES, BOOTS, CLAMPS & JOINTS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Moog 	AC Delco Motorcraft Moog Surtrak	12-01-25 12-01-25 11-25-25 09-26-25	62% off PA list price 67% off PA list price 72% off PA list price 64% off PA list price
8	ELECTRICAL, LAMPS, LIGHTING & MIRRORS <ul style="list-style-type: none"> Bosch Buss Federal Signal GE Lighting Grote Wagner Stant 	Bosch Sylvania	11-17-25 11-20-25	66% off PA list price 60% off PA list price %
9	FILTERS <ul style="list-style-type: none"> AC Delco Baldwin Motorcraft Mopar Wix 	AC Delco Motorcraft Wix Pronto	12-01-25 12-01-25 11-03-25 11-20-25	62% off PA list price 67% off PA list price 60% off PA list price 75% off PA list price
10	FUEL INJECTION & FUEL PUMPS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Bosch 	AC Delco Motorcraft Bosch Denso	12-01-25 12-01-25 11-17-25 10-28-25	62% off PA list price 67% off PA list price 66% off PA list price 60% off PA list price
11	GASKETS & SEALS <ul style="list-style-type: none"> Felpro 	Fel Pro	07-30-25	66% off PA list price %
12	HEATING & AIR CONDITIONING <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Murray 4 Seasons 	AC Delco Motorcraft 4 Seasons GPD UAC	12-01-25 12-01-25 11-27-25 09-02-25 11-10-25	62% off PA list price 67% off PA list price 64% off PA list price 64% off PA list price 64% off PA list price
13	IGNITION & TUNE-UP <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Bosch 	AC Delco Motorcraft Bosch Delphi Denso	12-01-25 12-01-25 11-17-25 10-20-25 10-28-25	62% off PA list price 67% off PA list price 66% off PA list price 69% off PA list price 60% off PA list price

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
15	WATER PUMPS • AC Delco • Motorcraft • Mopar • TRW	AC Delco Motorcraft Gates	12-01-25 12-01-25 11-26-25	62% off PA list price 67% off PA list price 68% off PA list price
16	STEERING & SUSPENSION • AC Delco • Motorcraft • Mopar • Moog • Monroe	AC Delco Motorcraft Moog Monroe Mevotech KYB	12-01-25 12-01-25 11-25-25 11-17-25 11-11-25 10-29-25	62% off PA list price 67% off PA list price 72% off PA list price 60% off PA list price 70% off PA list price 64% off PA list price
17	UNIVERSAL JOINTS • Precision • Spicer	Moog (Precision)	11-25-25	72% off PA list price
18	WIPER BLADES • Anco • AC Delco • Motorcraft • Mopar • Bosch	Anco AC Delco Motorcraft Bosch Trico Valeo	02-05-25 12-01-25 12-01-25 11-17-25 11-24-25 10-27-25	82% off PA list price 62% off PA list price 67% off PA list price 66% off PA list price 69% off PA list price 63% off PA list price

%

Signature: 

Title: Dave LaBarre, Gov't Sales Manager **DAVE LABARRE, GOV'T SALES MANAGER**

Company Name: Parts Authority LLC

Date: 12/3/2025



Purchasing Department
1149 Ellsworth Dr., Suite 400
Pasadena, Texas 77506
713-475-5532
FAX 713-920-7938

ADDENDUM # 1

Issue Date: 11/25/2025

IFB NO. 25-026 Automotive Repair and OEM Parts & Supplies

Addenda (or addendum if singular) are written instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Note: All addendums MUST be signed and returned with the Bid Package.

To All Prospective Bidders/Proposers:

1. The Section A SAMPLE PRICING WORKSHEET originally issued on pages 15-18 with this IFB is hereby **deleted in its entirety** and replaced with the **Revised Section A SAMPLE PRICING WORKSHEET – Addendum 1** attached to this addendum.

Authorized Signature

12/3/2025

Date

Revised Section A SAMPLE PRICING WORKSHEET
(Must be completed)

The items listed below are a sampling of parts used by the city. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount Off Price List, and Unit Price w/ Discount columns.

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
1	Ball Joint, Lower	K80141	Moog	EA	\$ 146.80	\$ 72.0%	\$ 41.10
2	Battery Protector	5046	CRC	EA	\$ 19.02	\$ 65.0%	\$ 6.66
3	Belt Tension Pulley	38189	Gates	EA	\$ 109.56	\$ 67.0%	\$ 36.11
4	Belt, Micron	K070975	Gates	EA	\$ 115.03	\$ 69.0%	\$ 35.54
5	Belt, XL	7525	Gates	EA	\$ 55.01	\$ 69.0%	\$ 17.00
6	Blower Motor	MM929	Motorcraft	EA	\$ 217.80	\$ 67.0%	\$ 71.87
7	Blower Motor Resistor	35794	Four Season	EA	\$ 37.61	\$ 64.0%	\$ 13.54
8	Brake Pads, Front	BR127813	Motorcraft	EA	\$ 119.97	\$ 67.0%	\$ 39.59
9	Brakes, Caliper	184790	Cardone	EA	\$ 144.81	\$ 75.0%	\$ 36.20
10	Brakes, Caliper	184791	Cardone	EA	\$ 153.72	\$ 75.0%	\$ 38.43
11	Brakes, Rotor	18A813	AC Delco	EA	\$ 160.05	\$ 62.0%	\$ 60.82
12	Clearance Marker	46742	Grote	EA	\$ 10.14	\$ 70.0%	\$ 3.04
13	Coil Pack	DG511	Motorcraft	EA	\$ 133.80	\$ 67.0%	\$ 44.15
14	Filter, Air	PA2152	Baldwin	EA	\$ 28.98	\$ 76.0%	\$ 6.96
15	Filter, Air	PA4075	Baldwin	EA	\$ 64.04	\$ 76.0%	\$ 15.37
16	Filter, Air	PA4113	Baldwin	EA	\$ 59.79	\$ 76.0%	\$ 14.35
17	Filter, Oil	1A1886	Motorcraft	EA	296.40	67.0%	97.81
18	Filter, Oil	B31	Baldwin	EA	\$ 20.13	\$ 76.0%	\$ 4.83
19	Filter, Oil	BF7668	Baldwin	EA	\$ 37.01	\$ 76.0%	\$ 8.88
20	Filter, Oil	FL820-S	Motorcraft	EA	\$ 20.96	\$ 67.0%	\$ 6.92
21	Filter, Oil	P7235	Baldwin	EA	\$ 77.10	\$ 76.0%	\$ 18.50
22	Fuel Filter	FD4617	Motorcraft	EA	\$ 265.80	\$ 67.0%	\$ 87.71
23	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS131	Motorcraft	EA	\$ 375.00	\$ 67.0%	\$ 123.75
24	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS151	Motorcraft	EA	\$ 718.41	\$ 67.0%	\$ 237.08
25	Fuel Pump	PFS604	Motorcraft	EA	\$ 882.00	\$ 67.0%	\$ 291.06
26	Gasket, Thermostat	RG571	Motorcraft	EA	\$ 7.44	\$ 67.0%	\$ 2.46
27	Head Light, Halogen	9004	GE Lighting	EA	\$ 8.60	\$ 60.0%	\$ 3.44
28	Head Light, Halogen	9008	GE Lighting	EA	\$ 25.05	\$ 61.0%	\$ 9.76

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
29	Intake Gasket Set	MS 92121-3	Felpro	EA	\$ 97.83	\$ 66.0%	\$ 33.26
30	Lamp, Backup	62271	Grote	EA	\$ 32.78	\$ 70.0%	\$ 9.83
31	Lamp, Tail Light	50972	Grote	EA	\$ 100.81	\$ 70.0%	\$ 30.24
32	Lamp, Turn Signal	3157	GE Lighting	EA	\$ 14.35	\$ 60.0%	\$ 5.74
33	Lamp, Turn Signal	3457	GE Lighting	EA	\$ 19.65	\$ 60.0%	\$ 7.86
34	Plug Wires	27873	Auto Star	EA	\$ 127.65	\$ 63.0%	\$ 47.23
35	Spark Plug	41-110	AC Delco	EA	\$ 20.76	\$ 62.0%	\$ 7.89
36	Thermostat	131-156	AC Delco	EA	\$ 51.48	\$ 62.0%	\$ 19.56
37	U-Joints	433	Precision	EA	\$ 65.92	\$ 72.0%	\$ 18.46
38	Water Pump	252-711	AC Delco	EA	\$ 176.67	\$ 62.0%	\$ 67.13
39	Wiper Blades	31-22	ANCO	EA	\$ 16.45	\$ 82.0%	\$ 2.96
TOTAL	\$				5,034.38		1,623.09

Signature: 

Title: Gov't Sales Manager

Company Name: Parts Authority LLC

Date: 12/3/2025

Delivery Requirements

Will you deliver locally stocked parts a maximum of 5-times per day? Yes No

If No, how many times per day will you deliver? _____ times

Will you make Emergency deliveries within 2-hours? Yes No

Physical Location of Facility:

Mailing Address: 3210 Bingle Road, Suite 100

City: Houston State: TX Zip: 77055

Phone: 800-874-8925 Fax: _____

Hours of Operation: (Mon.-Fri) 7:30 A.M. to 5:00 P.M.

(Sat) 8:00 A.M. to 3:00 P.M.

Contact information for checking status of orders and delivery:

Contact Name: Victoria Davalos Title: Counter manager

Phone: 800-874-8925 Cell: 832-366-1032

Accounts Payables Information:

Contact Name: Roger Bauby Title: Director of AR

Mailing Address: 535 Tennis Ct Lane

City: San Bernardino State: CA Zip: 92408

Telephone: 909-888-5728 ext 2077 Fax: _____

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: 

Title: Gov't Sales Manager

Company Name: Parts Authority LLC

Date: 12/3/2025

FULL LEGAL FIRM/COMPANY NAME: Parts Authority LLC
BUSINESS STREET ADDRESS: 3 Dakota Dr Ste 110, New Hyde Park NY 11042
BUSINESS MAILING ADDRESS: 3 Dakota Dr Ste 110, New Hyde Park NY 11042
BUSINESS TELEPHONE NUMBER: 718-740-4455
BUSINESS FAX NUMBER: _____
COUNTY: Nassau MINORITY OWNED: Yes No # OF EMPLOYEES: 6,266

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: LLC: LLP:

YEAR ESTABLISHED: 1973 NUMBER OF YEARS IN BUSINESS: 52

FEDERAL ID NO: 81-2962479

NATURE OF BUSINESS: Distributor of auto and truck parts, supplies and equipment.

PRINCIPALS:

NAME: Clark Hale TITLE: CEO

NAME: Eric Schwartz TITLE: Chief Operations Officer

NAME: Jason Calabrese TITLE: CFO

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Brazoria (County) §

Being first duly sworn, deposes and says that:

1. He/She is the Gov't Sales Manager (Owner, Partner, Officer, Representative or Agent) of Parts Authority LLC (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.

Dave Curtis LaBarre
 Authorized Representative's Signature
Dave LaBarre
 Representative's Name

Parts Authority LLC
 Company Name
Gov't Sales Manager
 Representative's Title

On this the 3rd day of December, 2025, 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.

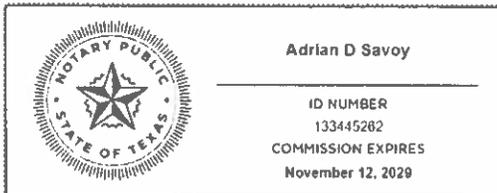
NOTARY PUBLIC
SEAL OF OFFICE:

Adrian D. Savoy

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

Adrian D Savoy

State of Texas
County of Brazoria



This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 12/03/2025 by Dave Curtis LaBarre.

Notary Public, State of Texas

Electronically signed and notarized online using the Proof platform.

BIDDER REFERENCES

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

1. COMPANY NAME: Town of Hempstead NY
ADDRESS: 1600 Merrick Road,
CITY / STATE / ZIP: Merrick, NY 11566
PHONE NO.: 516-852-4210 ext 6631
NAME OF CONTRACT: provide auto and truck parts, supplies and equipment.
EMAIL: tmatthews@tohmail.org

2. COMPANY NAME: Lane County Transit
ADDRESS: 3500 East 17th St,
CITY / STATE / ZIP: Eugene OR 97403
PHONE NO.: 541-682-6102
NAME OF CONTRACT: provide auto and truck parts, supplies and equipment.
EMAIL: jay.ruscher@ltd.org

3. COMPANY NAME: City of Miami
ADDRESS: 1390 NW 20th Street,
CITY / STATE / ZIP: Miami FL 33142
PHONE NO.: 305-329-4874
NAME OF CONTRACT: provide auto and truck parts, supplies and equipment.
EMAIL: rosaavedra@miamigov.com

ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Allen and Kerber Auto Supply, (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of Aftermarket auto parts for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on December 8, 2025, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to

EXHIBIT "D"

carry out and perform each and all of the provisions of said documents upon its part to be performed.

II.

Contractor agrees to supply and deliver Aftermarket auto parts to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th

Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

ALLEN AND KERBER AUTO SUPPLY

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, the _____ of ALLEN AND KERBER AUTO SUPPLY, a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

Original

City of Pasadena



PURCHASING OFFICE
1149 ELLSWORTH DR. SUITE 400
PASADENA, TEXAS 77506
PH: 713-475-5532
FAX 713-472-0144

SUBMIT TO: CITY OF PASADENA CITY SECRETARY'S OFFICE 1149 ELLSWORTH DR. SUITE 200 PASADENA, TX 77506		Invitation for Bids (IFB)	
MAILING DATE November 19, 2025	TITLE Automotive Repair and OEM Parts & Supplies	NUMBER 25-026 BID WRITER Cheyenne Keltch, Buyer II	CLOSING DATE & TIME: December 8, 2025 by 4:00pm
PRE-BID DATE, TIME, AND LOCATION GW Parts Group, Inc / N/A			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Allen and Kerber Auto Supply		TAXPAYER IDENTIFICATION NUMBER 81-2163562	
MAILING ADDRESS 518 W. Main St.		NO BID: If not submitting a bid, state reason below and return one copy of this form	
CITY-STATE-ZIP LA Porte TX 77571			
PH: 281-471-3133			
FX: 281-941-4635		EMAIL: gwalding@sbcglobal.net	
TOTAL BID AMOUNT:		WEB ADDRESS: allenandkerber.com	
Bids are firm for acceptance for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Delivery: Calendar days after receipt of Purchase Order 1 days (ARO)	
		Payment Terms: 10%	
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 Gary Walding	DATE 12-1-2025	PRINTED NAME/TITLE Gary Walding President	
Please initial by all that apply. I acknowledge receipt of the following addendum			
Addendum #1 AW	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.

**CITY OF PASADENA
PURCHASING OFFICE**

REPAIR PARTS PRICING SHEET
(Must be completed)

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

Brands specified for each category below are recommendations. Proposals may quote other brands that are considered equal. Please quote only parts of the highest quality."

The Sample Pricing Worksheet included must be completed showing net prices that reflect your quoted discount from the char. below. **Failure to complete and return Sample Pricing Worksheet with your bid response will be deemed as non-responsive and your bid will be rejected.**

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
1	ALTERNATORS & STARTERS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 	BBB Industries		51 %
2	BEARINGS, BALL & ROLLER <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Timkin 	SKF USA		55 %
3	BELTS, HOSES & CLAMPS <ul style="list-style-type: none"> AC Delco Gates Motorcraft Mopar 	Gates		55 %
4	BRAKES, PADS & SHOES <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Raybestos 	Akebond <hr/> Raybestos		55 % <hr/> 57
4A	BRAKES, DRUMS & ROTORS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 	Brake Parts Inc		62 %
4B	BRAKES, CALIPERS <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Cardone 	Terre Power		52 %
5	BRAKES, PADS & SHOES (POLICE PURSUIT) <ul style="list-style-type: none"> AC Delco Motorcraft Mopar Raybestos 	Akebond <hr/> Raybestos		55 % <hr/> 57
5A	BRAKES, DRUMS & ROTORS (POLICE PURSUIT) <ul style="list-style-type: none"> AC Delco Motorcraft Mopar 	Brake Parts Inc		62 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
5B	BRAKES, CALIPERS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	Terre Power		52 %
6	CAPS & THERMOSTATS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Santech • Stant 	Stant-Balkamp		46 %
7	CV AXLES, BOOTS, CLAMPS & JOINTS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Moog 	ADV Innovative Tech		53 %
8	ELECTRICAL, LAMPS, LIGHTING & MIRRORS <ul style="list-style-type: none"> • Bosch • Buss • Federal Signa • GE Lighting • Grote • Wagrner • Stant 	Old World lamps <hr/> Grote Trucklite		49 <hr/> 48 %
9	FILTERS <ul style="list-style-type: none"> • AC Delco • Baldwin • Motorcraft • Mopar • Wix 	NAPA - Baldwin PHI - Donaldson		75 %
10	FUEL INJECTION & FUEL PUMPS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	Echlin <hr/> Delphi Fuel Pumps		50 <hr/> 49 %
11	GASKETS & SEALS <ul style="list-style-type: none"> • Felpro 	Felpro		51 %
12	HEATING & AIR CONDITIONING <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Murray • 4 Seasons 	4-Seasons		50 %
13	IGNITION & TUNE-UP <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	Echlin <hr/> AC Delco		52 <hr/> 50 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
15	WATER PUMPS • AC Delco • Motorcraft • Mopar • TRW	GATES		55 %
16	STEERING & SUSPENSION • AC Delco • Motorcraft • Mopar • Moog • Monroe	Dorman		57 %
17	UNIVERSAL JOINTS • Precision • Spicer	SKF USA NAPA		49 %
18	W PER BLADES • Anco • AC Delco • Motorcraft • Mopar • Bosch	Trico <hr/> Bosch		50 <hr/> 64 %

%

Signature: Nancy Walding
 Title: President
 Company Name: Allen and Kerber Auto Supply
 Date: 12-1-2025



Purchasing Department
1149 Ellsworth Dr., Suite 400
Pasadena Texas 77506
713-475-5532
FAX 713-920-7938

ADDENDUM # 1

Issue Date: 11/25/2025

IFB NO. 25-026 Automotive Repair and OEM Parts & Supplies

Addenda (or addendum if singular) are written instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Note: All addendums MUST be signed and returned with the Bid Package.

To All Prospective Bidders/Proposers:

1. The Section A SAMPLE PRICING WORKSHEET originally issued on pages 15-18 with this IFB is hereby **deleted in its entirety** and replaced with the **Revised Section A SAMPLE PRICING WORKSHEET -- Addendum 1**, attached to this addendum.



Authorized Signature

12-1-2025
Date

Revised Section A SAMPLE PRICING WORKSHEET
(Must be completed)

The items listed below are a sampling of parts used by the city. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount Off Price List, and Unit Price w/ Discount columns.

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
1	Ball Joint, Lower 260 1583	K80141	Mccg	EA	\$ 136.12	\$ 57.00%	\$ 59.21
2	Battery Protector	5046	CRC	EA	\$ 15.66	\$ 50.00%	\$ 7.83
3	Belt Tension Pulley	38189	Gates	EA	\$ 64.92	\$ 55.00%	\$ 29.21
4	Belt, Micron	K070975	Gates	EA	\$ 79.52	\$ 55.00%	\$ 35.78
5	Belt, XL	7525	Gates	EA	\$ 47.78	\$ 55.00%	\$ 21.50
6	Blower Motor 937716	MM929	Motorcraft	EA	\$ 104.18	\$ 50.00%	\$ 52.61
7	Blower Motor Resistor AR204	35794	Four Season	EA	\$ 37.16	\$ 47.00%	\$ 19.51
8	Brake Pads, Front SQ 834M	BR127813	Motorcraft	EA	\$ 90.30	\$ 57.00%	\$ 38.99
9	Brakes, Caliper 2487XA	184790	Cardone	EA	\$ 130.90	\$ 52.00%	\$ 62.18
10	Brakes, Caliper 2487XB	184791	Cardone	EA	\$ 130.90	\$ 52.00%	\$ 62.18
11	Brakes, Rotor 4886641	18A013	AC Delco	EA	\$ 118.00	\$ 62.00%	\$ 44.50
12	Clearance Marker	46742	Grote	EA	\$ 8.96	\$ 48.00%	\$ 4.66
13	Coil Pack TC55B	DC511	Motorcraft	EA	\$ 79.74	\$ 52.00%	\$ 37.88
14	Filter, Air 6134	PA2152	Baldwin	EA	\$ 27.22	\$ 75.00%	\$ 6.81
15	Filter, Air 6418	PA4075	Baldwin	EA	\$ 58.30	\$ 75.00%	\$ 14.58
16	Filter, Air 2487	PA4113	Baldwin	EA	\$ 54.54	\$ 75.00%	\$ 13.64
17	Filter, Oil 1525	1A1886	Motorcraft	EA	\$ 23.44	\$ 75.00%	\$ 5.86
18	Filter, Oil 1042	B31	Baldwin	EA	\$ 18.18	\$ 75.00%	\$ 4.55
19	Filter, Oil 3595	GF7068	Baldwin	EA	\$ 34.00	\$ 75.00%	\$ 8.50
20	Filter, Oil 1372	FL820-S	Motorcraft	EA	\$ 18.18	\$ 75.00%	\$ 4.55
21	Filter, Oil 7312	P7235	Baldwin	EA	\$ 75.82	\$ 75.00%	\$ 18.96
22	Fuel Filter 3963	FD4617	Motorcraft	EA	\$ 208.32	\$ 75.00%	\$ 52.08
23	Fuel Injection, Air Mass Sensor (Police Pursuit) 24419	AFLS131	Motorcraft	EA	\$ 159.40	\$ 50.00%	\$ 79.70
24	Fuel Injection, Air Mass Sensor (Police Pursuit) AF10130	AFLS151	Motorcraft	EA	\$ 388.60	\$ 49.00%	\$ 198.19
25	Fuel Pump HP10137	PFS504	Motorcraft	EA	\$ 751.30	\$ 49.00%	\$ 383.16
26	Gasket, Thermostat 1069	RG571	Motorcraft	EA	\$ 4.72	\$ 46.00%	\$ 2.55
27	Head Light, Halogen 9004N	9004	GE Lighting	EA	\$ 22.72	\$ 49.00%	\$ 11.59
28	Head Light, Halogen 9008N	9008	GE Lighting	EA	\$ 28.94	\$ 49.00%	\$ 14.76

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
29	Intake Gasket Set	MS 92121-3	Felpro	EA	\$ 97.48	\$ 51.00	\$ 47.28
30	1 amp, Rackup	6971	Grote	FA	\$ 23.24	\$ 48.00	\$ 12.08
31	Lamp, Tail Light	50972	Grote	EA	\$ 58.28	\$ 48.00	\$ 30.31
32	Lamp, Turn Signal	3157	GE Lighting	EA	\$ 4.94	\$ 76.00	\$ 1.18
33	Lamp, Turn Signal	3457	GE Lighting	EA	\$ 3.62	\$ 62.00	\$ 1.37
34	Plug Wires	27873	Auto Star	EA	\$ 120.40	\$ 50.00	\$ 60.80
35	Spark Plug	41-110	AC Delco	EA	\$ 19.64	\$ 50.00	\$ 9.82
36	Thermostat	131-156	AC Delco	EA	\$ 31.50	\$ 46.00	\$ 17.01
37	U-Joints	433	Precision	EA	\$ 29.90	\$ 49.00	\$ 15.10
38	Water Pump	252-711	AC Delco	EA	\$ 139.74	\$ 55.00	\$ 62.88
39	Wiper Blades	31-22	ANCO	EA	\$ 79.69	\$ 64.00	\$ 10.67
TOTAL	\$						

Signature: Gay Waldung

Title: President

Company Name: Allen and Kerber Auto Supply

Date: 12-1-2025

Delivery RequirementsWill you deliver locally stocked parts a maximum of 15-times per day? Yes No

If No, how many times per day will you deliver? _____ times

Will you make Emergency deliveries within 2-hours? Yes No**Physical Location of Facility:**

Mailing Address: 518 W. Main St
 City: La Porte TX State: TX Zip: 77571
 Phone: 281-471-3133 Fax: 281-941-4635
 Hours of Operation: (Mon.-Fri) 7:00 A.M. to 6:00 P.M.
 (Sat) 8:00 A.M. to 3:00 P.M.

Contact information for checking status of orders and delivery:

Contact Name: Jose Garcia Title: General Manager
 Phone: 281-471-3133 Cell: 713-884-5577

Accounts Payables Information:

Contact Name: Katie Buras Title: AP/AR mgr
 Mailing Address: 518 W. Main St
 City: La Porte State: TX Zip: 77571
 Telephone: 281-471-3133 Fax: 281-941-4635

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: Way Weidling
 Title: President
 Company Name: Allen and Kerber Auto Supply
 Date: 12-1-2025

FULL LEGAL FIRM/COMPANY NAME: GW Parts Group Inc / DBA Allen and Kerber Auto Supply
 BUSINESS STREET ADDRESS: 518 W Main St La Porte TX 77571
 BUSINESS MAILING ADDRESS: Same
 BUSINESS TELEPHONE NUMBER: 281-471-3133
 BUSINESS FAX NUMBER: 281-941-4635
 COUNTY: Harris MINORITY OWNED: Yes No # OF EMPLOYEES: 34

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: LLC: LLP:

YEAR ESTABLISHED: 2016 NUMBER OF YEARS IN BUSINESS: 9

FEDERAL ID NO.: 81-2163562

NATURE OF BUSINESS: Automotive and Truck Part Supplier

PRINCIPALS

NAME: ~~SEP~~ Gary Walding TITLE: President

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Harris (County) §.

Being first duly sworn, deposes and says that:

1. He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of Allen and Kerber Auto Supply (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.

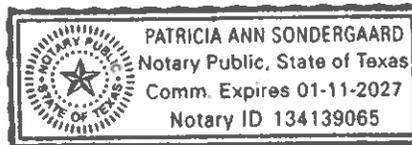
[Signature]
 Authorized Representative's Signature
Grosby Walding
 Representative's Name

Allen and Kerber Auto Supply
 Company Name
President
 Representative's Title

On this the _____ day of _____, 2011, 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 acknowledged 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)

[Signature] 12-1-25

BIDDER REFERENCES

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

1. COMPANY NAME: City of Baytown
ADDRESS: 2407 Market St
CITY / STATE / ZIP: Baytown TX 77520
PHONE NO.: 281-422-8281
NAME OF CONTRACT: _____
EMAIL: _____

2. COMPANY NAME: City of Texas City Police Dept
ADDRESS: 1004 9th Avenue N
CITY / STATE / ZIP: Texas City TX 77590
PHONE NO.: 409-643-5720 -
NAME OF CONTRACT: Lester - 409-502-7870
EMAIL: _____

3. COMPANY NAME: LA Porte I. S. D.
ADDRESS: 1002 San Jacinto St
CITY / STATE / ZIP: LA Porte TX 77571
PHONE NO.: 281-604-7000
NAME OF CONTRACT: _____
EMAIL: _____

ORDINANCE NO. _____

C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Bass & Meineke No. 1, LLC, (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

It is agreed that the following documents, to-wit: Notice to Bidders, Proposal to the City of Pasadena, Texas, Payment Bond, Performance Bond, if any, General Conditions of Bidding, and General Specifications for the purchase by the City of Pasadena, Texas of Aftermarket auto parts for a period of one (1) year beginning on or about the date of final City Council approval, with an option of two, one (1) year renewals, according to specifications as set forth in Notice to Bidders, and bid received pursuant thereto on December 8, 2025, as well as any and all addenda, are a part of this contract as if set out in full at this part of the contract. Each of the parties hereto agrees to carry out and perform each and all of the provisions of said

EXHIBIT "E"

documents upon its part to be performed.

II.

Contractor agrees to supply and deliver Aftermarket auto parts to the City according to the specifications and formal proposal attached hereto.

III.

City agrees to pay to Contractor the amount according to the terms as set out in the aforesaid documents and specifications.

IV.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

V.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

VI.

Pursuant to the requirements of House Bill 1295, 84th

Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

BASS & MEINEKE NO. 1, LLC

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by _____, the _____ of BASS & MEINEKE NO. 1, LLC, a _____ corporation, on behalf of said corporation.

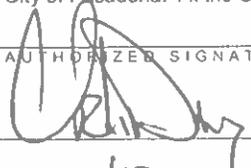
NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

City of Pasadena



PURCHASING OFFICE
 1149 ELLSWORTH DR. SUITE 400
 PASADENA, TEXAS 77506
 PH: 713-475-5532
 FAX 713-472-0144

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 November 19, 2025	TITLE Automotive Repair and OEM Parts & Supplies	NUMBER 25-026 BID WRITER Cheyenne Keltch, Buyer II	CLOSING DATE & TIME December 8, 2025 by 4:00pm	
PRE-BID DATE, TIME AND LOCATION N/A				
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Bass & Meineke No.1, LLC		TAXPAYER IDENTIFICATION NUMBER 90-0050584		
MAILING ADDRESS 202 Pasadena Blvd.		NO BID If not submitting a bid, state reason below and return one copy of this form		
CITY-STATE-ZIP Pasadena TX 77506				
PH: 713-473-5255		EMAIL: office@bassmeineke.com		
FX: N/A		WEB ADDRESS: www.bassmeineke.com		
TOTAL BID AMOUNT: \$1,34.55		Delivery: Calendar days after receipt of Purchase Order same days (ARO)		
Bids are firm for Acceptance for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>		Payment Terms: ___% , net 30		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Pasadena the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pasadena all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by the City of Pasadena. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.				
AUTHORIZED SIGNATURE 		DATE 12-5-2025		PRINTED NAME/TITLE urban Davis, mgr.
Please initial by all that apply. I acknowledge receipt of the following addendum				
Addendum # 10		Addendum #2 _____		Addendum #3 _____

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.

**CITY OF PASADENA
PURCHASING OFFICE**

REPAIR PARTS PRICING SHEET
(Must be completed)

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

Brands specified for each category below are recommendations. Proposals may quote other brands that are considered equal. Please quote only parts of the highest quality."

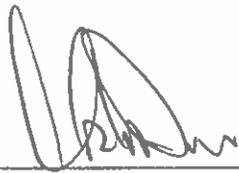
The Sample Pricing Worksheet included must be completed showing net prices that reflect your quoted discount from the chart below. **Failure to complete and return Sample Pricing Worksheet with your bid response will be deemed as non-responsive and your bid will be rejected.**

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
1	ALTERNATORS & STARTERS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	BBB		55 %
2	BEARINGS, BALL & ROLLER <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Timkin 	TIMKEN		55 %
3	BELTS, HOSES & CLAMPS <ul style="list-style-type: none"> • AC Delco • Gates • Motorcraft • Mopar 	GATES		58 %
4	BRAKES, PADS & SHOES <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Raybestos 	RAYBESTOS		55 %
4A	BRAKES, DRUMS & ROTORS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	SILENT STOP		62 %
4B	BRAKES, CALIPERS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Cardone 	SILENT STOP		62 %
5	BRAKES, PADS & SHOES (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Raybestos 	RAYBESTOS		55 %
5A	BRAKES, DRUMS & ROTORS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	SILENT STOP		62 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
5B	BRAKES, CALIPERS (POLICE PURSUIT) <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar 	SILENT STOP		62 %
6	CAPS & THERMOSTATS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Santech • Stant 	MOTO RAD		53 %
7	CV AXLES, BOOTS, CLAMPS & JOINTS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Moog 	MOOG		57 %
8	ELECTRICAL, LAMPS, LIGHTING & MIRRORS <ul style="list-style-type: none"> • Bosch • Buss • Federal Signal • GE Lighting • Grote • Wagner • Stant 	PHILLIPS		52 %
9	FILTERS <ul style="list-style-type: none"> • AC Delco • Baldwin • Motorcraft • Mopar • Wix 	BALDWIN		62 %
10	FUEL INJECTION & FUEL PUMPS <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	DELPHI		51 %
11	GASKETS & SEALS <ul style="list-style-type: none"> • Felpro 	FELPRO		62 %
12	HEATING & AIR CONDITIONING <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Murray • 4 Seasons 	FOUR SEASONS		62 %
13	IGNITION & TUNE-UP <ul style="list-style-type: none"> • AC Delco • Motorcraft • Mopar • Bosch 	STANDARD		45 %

ITEM NO.	CATEGORY	MANUFACTURER(S)	PRICE LIST(S) NUMBER/DATE	WHOLESALE LIST PRICE DISCOUNT %
15	WATER PUMPS • AC Delco • Motorcraft • Mopar • TRW	GATES		58 %
16	STEERING & SUSPENSION • AC Delco • Motorcraft • Mopar • Moog • Monroe	MOOG		57 %
17	UNIVERSAL JOINTS • Precision • Spicer	PRECISION		50 %
18	WIPER BLADES • Anco • AC Delco • Motorcraft • Mopar • Bosch	ANCO		50 %

%

Signature: 

Title: Manager/Agent

Company Name: Bass & Meineke No.1, LLC

Date: 12/5/25



Purchasing Department
1149 Ellsworth Dr., Suite 400
Pasadena, Texas 77506
713-475-5532
FAX 713-920-7938

ADDENDUM # 1

Issue Date: 11/25/2025

IFB NO. 25-026 Automotive Repair and OEM Parts & Supplies

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To All Prospective Bidders/Proposers:

1. The Section A SAMPLE PRICING WORKSHEET originally issued on pages 15-18 with this IFB is hereby **deleted in its entirety** and replaced with the **Revised Section A SAMPLE PRICING WORKSHEET – Addendum 1** attached to this addendum.

A handwritten signature in black ink, appearing to read "L. J. [unclear]".

Authorized Signature

12-5-25

Date

Revised Section A SAMPLE PRICING WORKSHEET *Addendum #1*
 (Must be completed)

The items listed below are a sampling of parts used by the city. This section will be used for evaluation purposes only. Bidder must fill in all Price List Discount Off Price List, and Unit Price w/ Discount columns.

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3	Belt Tension Pulley	38189	Gates	EA	\$ 109.20	\$ 58%	\$ 45.86
4	Belt, Micron	K070975	Gates	EA	\$ 111.51	\$ 58%	\$ 46.99
5	Belt, XL	7525	Gates	EA	\$ 54.83	\$ 58%	\$ 23.03
6	Blower Motor	MM929	Motorcraft	EA	\$ 119.03	\$ 62%	\$ 44.64
7	Blower Motor Resistor	35794	Four Season	EA	\$ 19.90	\$ 45%	\$ 10.85
8	Brake Pads, Front	BR127813	Motorcraft	EA	\$ 66.46	\$ 57%	\$ 28.49
9	Brakes, Caliper	184790	Cardone	EA	\$ 182.74	\$ 62%	\$ 68.53
10	Brakes, Caliper	184791	Cardone	EA	\$ 182.74	\$ 62%	\$ 68.53
11	Brakes, Rotor	18A813	AC Delco	EA	\$ 99.00	\$ 62%	\$ 37.13
12	Clearance Marker	46742	Grote	EA	\$ 8.56	\$ 64%	\$ 3.09
13	Coil Pack	DG511	Motorcraft	EA	\$ 78.26	\$ 68%	\$ 24.60
14	Filter, Air	PA2152	Baldwin	EA	\$ 22.0	\$ 62%	\$ 8.44
15	Filter, Air	PA4075	Baldwin	EA	\$ 49.76	\$ 62%	\$ 18.66
16	Filter, Air	PA4113	Baldwin	EA	\$ 46.46	\$ 62%	\$ 17.43
17	Filter, Oil	1A1886	Motorcraft	EA	\$ 164.16	\$ 62%	\$ 62.38
18	Filter, Oil	B31	Baldwin	EA	\$ 15.63	\$ 62%	\$ 5.86
19	Filter, Oil	BF7668	Baldwin	EA	\$ 28.76	\$ 62%	\$ 10.79
20	Filter, Oil	FL820-S	Motorcraft	EA	\$ 6.53	\$ 32%	\$ 4.41
21	Filter, Oil	P7235	Baldwin	EA	\$ 59.90	\$ 62%	\$ 22.46
22	Fuel Filter	FD4617	Motorcraft	EA	\$ 50.05	\$ 32%	\$ 34.03
23	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS131	Motorcraft	EA	\$ 205.99	\$ 45%	\$ 62.31
24	Fuel Injection, Air Mass Sensor (Police Pursuit)	AFLS151	Motorcraft	EA	\$ 315.76	\$ 50%	\$ 157.98
25	Fuel Pump	PFS504	Motorcraft	EA	\$ 487.73	\$ 45%	\$ 238.98
26	Gasket, Thermostat	RG571	Motorcraft	EA	\$ 2.28	\$ 53%	\$ 1.07
27	Head Light, Halogen	9004	GE Lighting	EA	\$ 18.63	\$ 52%	\$ 8.95
28	Head Light, Halogen	9008	GE Lighting	EA	\$ 19.90	\$ 52%	\$ 9.55

Appendendum #1

Item #	DESCRIPTION	WHSL PRODUCT CODE	MFR	U/M	Wholesale LIST PRICE	DISCOUNT (%) LIST PRICE	UNIT PRICE w/ DISCOUNT
29	Inlake Gasket Set	MS 92121-3	Felpro	EA	\$ 113.46	\$ 62	\$ 43.12
30	Lamp, Backup	62271	Grote	EA	\$ 27.42	\$ 64	\$ 9.87
31	Lamp, Tail Light	50972	Grote	EA	\$ 85.03	\$ 64	\$ 30.06
32	Lamp, Turn Signal	3157	GE Lighting	EA	\$ 1.86	\$ 51	\$.90
33	Lamp, Turn Signal	3457	GE Lighting	EA	\$ 2.53	\$ 51	\$ 1.21
34	Plug Wires	27873	Auto Star	EA	\$ 98.34	\$ 57	\$ 42.15
35	Spark Plug	41-110	AC Delco	EA	\$ 26.36	\$ 63	\$ 9.76
36	Thermostat	131-156	AC Delco	EA	\$ 59.13	\$ 53	\$ 27.79
37	U-Joints	433	Precision	EA	\$ 18.50	\$ 50	\$ 9.25
38	Water Pump	252-711	AC Delco	EA	\$ 102.64	\$ 58	\$ 42.77
39	Wiper Blades	31-22	ANCO	EA	\$ 9.83	\$ 50	\$ 4.92
TOTAL					\$ 1,349.55		\$ 1,349.55

Signature: 

Title: Manager

Company Name: Bass & Meineke No. 1, LLC

Date: 12-5-25

Delivery Requirements

Will you deliver locally stocked parts a maximum of 5-times per day? Yes No

If No, how many times per day will you deliver? _____ times

Will you make Emergency deliveries within 2-hours? Yes No

Physical Location of Facility:

Mailing Address: 202 Pasadena Blvd

City: Pasadena State: TX Zip: 77506

Phone: 713-473-5255 Fax: _____

Hours of Operation: (Mon.-Fri) 7:00 A.M. to 6:00 P.M.

(Sat) _____ A.M. to _____ P.M.

Contact information for checking status of orders and delivery:

Contact Name: Urban Davis Title: Manager

Phone: 713-473-5255 Cell: 832-309-3421

Accounts Payables Information:

Contact Name: Dede Wright Title: office manager

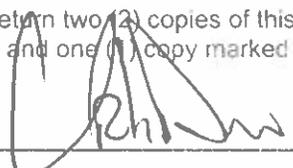
Mailing Address: 202 Pasadena Blvd

City: Pasadena State: TX Zip: 77506

Telephone: 713-473-5255 Fax: _____

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return two (2) copies of this bid proposal filled out in full and signed. One (1) copy marked "ORIGINAL" and one (1) copy marked "COPY".

Signature: 

Title: Manager/Agent

Company Name: Bass & Meineke No.1, LLC

Date: 12-5-25

FULL LEGAL FIRM/COMPANY NAME: Bass & Meineke No.1, LLC
 BUSINESS STREET ADDRESS: 202 Pasadena Blvd
 BUSINESS MAILING ADDRESS: 202 Pasadena Blvd Pasadena, TX 77506
 BUSINESS TELEPHONE NUMBER: 713-473-5255
 BUSINESS FAX NUMBER: N/A
 COUNTY: Harris MINORITY OWNED: Yes No # OF EMPLOYEES: 11

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

YEAR ESTABLISHED: 1956 NUMBER OF YEARS IN BUSINESS: 69

FEDERAL ID NO.: 90-0050584

NATURE OF BUSINESS: Automotive Service and Repair and Automotive Parts and Supply

PRINCIPALS:

NAME: Sadie E Nogie Bass TITLE: Owner
 NAME: Ed Bass Family Partnership, Ltd TITLE: Owner
 NAME: _____ TITLE: _____

NON-COLLUSION AFFIDAVIT

State of Texas (State)

County of Harris (County) §.

Being first duly sworn, deposes and says that:

1. He/She is the Representative /Agent (Owner, Partner, Officer, Representative or Agent) of Bass & Meineke No.1, LLC (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.

Urban Davis
 Authorized Representative's Signature
Urban Davis
 Representative's Name

Bass & Meineke No.1, LLC
 Company Name
Manager/Agent
 Representative's Title

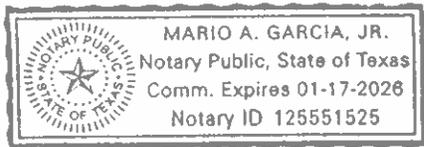
On this the 5th day of December, ~~2017~~ 2025 before me, the undersigned Notary Public of the State of Texas, personally appeared the individual whose name is subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Mario Garcia

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



BIDDER REFERENCES

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

1. COMPANY NAME: Pasadena ISD

ADDRESS: 3920 Mickey Gilley Blvd

CITY / STATE / ZIP: Pasadena TX 77505

PHONE NO.: 713-470-4000 ext. 4911

NAME OF CONTRACT: Luis Torres

EMAIL: ltorres@pasadenaisd.org

2. COMPANY NAME: DPISD

ADDRESS: 201 West San Augustine

CITY / STATE / ZIP: Deer Park, TX 77536

PHONE NO.: 832-715-1692

NAME OF CONTRACT: Pete Adame

EMAIL: padame@deerparktx.org

3. COMPANY NAME: H+M Industrial EPC

ADDRESS: 5820 Center Street

CITY / STATE / ZIP: Pasadena TX 77505

PHONE NO.: 281-384-1783

NAME OF CONTRACT: Jay Bice

EMAIL: jbice@hm-ec.com

CITY OF PASADENA

LOCAL BIDDER PREFERENCE CLAIM FORM

Sections 271.905 and 281.9051 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: Bass & Meineke No.1, LLC
Address: 202 Pasadena Blvd
City: Pasadena St: TX Zip: 77506

Business Structure: [] Sole Proprietorship [] Partnership
[] Corporation [x] Other Limited Liability Company

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

Name: Sadie E Nogie Bass Ed Bass Family Partnership, Ltd
City: Pasadena, Texas

2) General Business Information:

(a) Year business established (Pasadena location). 1956
(b) Most recent year property valuation (if owned); real and personal property. \$ 724,741.00
(c) Annual taxable sales (originating in Pasadena) \$ 2,560,000.
(d) Is business current on all property and sales taxes at the time of this application? [x] Yes [] No
(e) Total number of current employees 11 and number of Pasadena-resident employees 9

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

(a) Number of additional jobs created 2 or retained for Pasadena resident-employees 11

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

Name:
Address:
Contract Value: \$ 1,349.00

(c) Other economic development benefit deemed pertinent by applicant

Certification of Information:

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: IFB 25-026

Bass & Meineke No.1, LLC Urban Davis, manager 12.5.25

(Print name of bidder)

(Date)

(Signature)

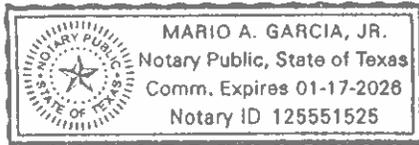
THE STATE OF TEXAS §

COUNTY OF HARRIS §

Appeared before me the above-named Urban Davis, 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 5th day of December, 2025.

Mario A Garcia Jr

NOTARY PUBLIC, STATE OF TEXAS



Printed Name: Mario A Garcia Jr

Commission Expires: 01/17/2026

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

25 NO: 2026-

CAPTION:

Contract to purchase 2 vehicles from Silsbee Ford.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends the purchase of (2) 2026 Ford Interceptor Utility Trucks. These will replace vehicles currently in the City of Pasadena fleet for City Marshals.

These vehicles shall be purchased utilizing TIPS cooperative contract 240901, which has been competitively bid and awarded according to all Texas State Laws.

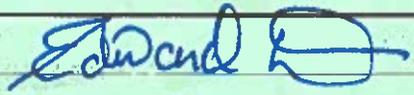
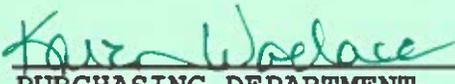
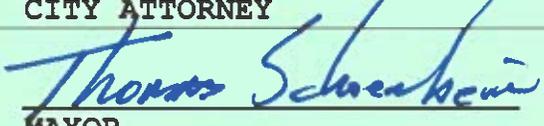
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

	COUNCIL ACTION	
DATE: <u>1/7/2026</u>		
REQUESTING PARTY (Edward Duron)	FIRST READING:	FINAL READING:
_____	_____	_____
BUDGET DEPARTMENT	MOTION	MOTION
_____	_____	_____
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:	_____	_____
 CITY ATTORNEY	DATE	DATE
_____	_____	_____
 MAYOR	DEFERRED:	_____

APPROVED:

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 11/3/2025

AMOUNT: \$132,837.00

DEPARTMENT NO: 20300

ACCOUNT NO. 7915

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

The Purchase of two (2) Vehicles

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas of 2 vehicles from Silsbee Ford utilizing the TIPS Cooperative Contract #240901; in the amount of One Hundred Thirty-Two Thousand Eight Hundred Thirty-Seven Dollars and 00/100 (\$132,837.00).

WHEREAS, Staff recommends a contract for the purchase of (2) 2026 Ford Interceptor Utility Trucks from Silsbee Ford; and

WHEREAS, these vehicles will replace vehicles currently in the City of Pasadena fleet for City Marshals; and

WHEREAS, these vehicles shall be purchased utilizing TIPS cooperative contract #240901, which has been competitively bid and awarded according to all Texas State Laws; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose; NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the purchase by the City of Pasadena, Texas of (2) 2026 Ford Interceptor Utility Trucks from Silsbee Ford in accordance with the contract attached hereto and incorporated herein for all purposes at Exhibit "A", and the

Product Pricing Summary pages from Silsbee Ford attached hereto at Exhibit "1", provided utilizing the TIPS Cooperative Contract #240901, Exhibit "2", which was competitively bid and awarded according to State Law.

SECTION 3. That there is hereby appropriated out of Account No. 20300-7915 the amount of One Hundred Thirty-Two Thousand Eight Hundred Thirty-Seven Dollars and 00/100 (\$132,837.00) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by

law preceding this meeting, as required by the Open Meetings Law,
StPurchTIPS-SilsbeeFord-FordVehicles26(2)

Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Silsbee Ford (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Silsbee Ford will supply (2) 2026 Ford Interceptor Utility Trucks utilizing the TIPS Cooperative Contract #240901, as described in the attached Exhibit "1", Product Pricing Summary pages, incorporated herein for all purposes.

II.

The parties agree that the terms of the contract between Silsbee Ford and the TIPS Cooperative Contract #240901 will be applicable to this purchase, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

III.

The City will pay the total amount of One Hundred Thirty-Two Thousand Eight Hundred Thirty-Seven Dollars and 00/100

(\$132,837.00) to Silsbee Ford according to the aforementioned documents and specifications.

IV.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

V.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

SILSBEE FORD

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF HARDIN §

 This instrument was acknowledged before me on the ___ day
of _____, 2026 by _____, the
_____ of SILSBEE FORD, a _____
corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:



PRODUCT PRICING SUMMARY
 TIPS USA 240901 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF PASADENA

Prepared by: RICK BROWN

Contact: SEVERS

Phone: 409.659.1555

Email: grsevers@pasadenatx.gov

Email: RBROWN.SILSBEEFLEET@GMAIL

Product Description: FORD INTERCEPTOR UTILITY

Date: December 29, 2025

A. Bid Item: K8A A. Base Price: **\$ 47,395.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 FORD INTERCEPTOR UTILITY	\$ -		EXTERIOR - WHITE	\$ -
	3.0L ECOBOOST	\$ 2,850.00	96	INTERIOR - BLACK	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
17A	AUX CLIMATE CONTROL	\$ -			
51R	DRIVERS SIDE LED SPOTLIGHT	\$ 395.00			
60A	GRILL WIRING / LAMP / SIREN / SPEAKER	\$ -			
	FRONT LAMP HOUSING	\$ -			
86T	REAR LAMP HOUSING	\$ -			
55F	KEYLESS ENTRY	\$ -			
	POLICE ENGINE IDLE	\$ -			
	SEATBELT EXTENDERS X2	\$ -			
	REAR DOOR LOCK INOP	\$ 75.00			

Total of B. Published Options: **\$ 3,320.00**

Published Option Discount (5%) **\$ (166.00)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT	\$ 14,951.05		
ONSITE GRAPHICS	\$ 810.00		
** ad city marshall under police ob sudes if unit **			

Total of C. Unpublished Options: **\$ 15,761.05**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: FLEET ADJUSTMENT **\$ (45.55)**

G. Additional Delivery Charge: 77 miles **\$ 154.00**

H. Subtotal: **\$ 66,418.50**

I. Quantity Ordered 2 x H = **\$ 132,837.00**

J. Trade in:

K. TIPS Administrative Fee (INCLUDED IN PRICE) **\$ -**

L. Total Purchase Price Including TIPS Fee **EXHIBIT "1" \$ 132,837.00**

QUOTE

AGENCY
DATE QUOTED
SALESMAN

PASADENA
29-Dec-25
GT/ RB

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 PIU PATROL		
SO.ENFLB004EX-4E2	1	NFORCE 52" LOW PROFILE LIGHTBAR QSF 080351	\$ 2,454.78	\$ 2,454.78
SO.ETSA481RSP	1	NRGY 400 SERIES REMOTE SIREN	\$ 575.85	\$ 575.85
W.SA315U	1	100W SPEAKER	\$ 193.20	\$ 193.20
W.SAK1	1	SPEAKER BRACKET	\$ 28.29	\$ 28.29
SO.ETSKLF101	1	SOUND OFF AFTERSHOCK SPEAKER	\$ 469.27	\$ 469.27
SO.ETSSLFVBK09	1	AFTERSHOCK SPEAKER BRKT	\$ 30.39	\$ 30.39
SO.EMPS2STS5RBW	2	4" MPOWER LED R/B/W (LIC PLTE)	\$ 130.88	\$ 261.76
SO.ENT2B3D	1	INTERSECTOR R/W	\$ 198.12	\$ 198.12
SO.ENT2B3E	1	INTERSECTOR B/W	\$ 198.12	\$ 198.12
SO.PNT1CRV05	1	INTERSECTOR BRACKET KIT	\$ 8.42	\$ 8.42
W.60CREGCS	1	FRONT R/W DOME LIGHT	\$ 185.76	\$ 185.76
SO.EMPS2STS5RBW	4	MPOWER RBW (RUNNING BOARD)	\$ 130.88	\$ 523.52
SO.PMP2BKDGJ	4	ADJUSTABLE BRACKET	\$ 8.42	\$ 33.68
		LIC PLATE LIGHTS WHITE IN REVERSE		
SO.PMP2BRK2LPV	1	MPOWER LIC PLATE BRACKET	\$ 26.65	\$ 26.65
SO.ELUC3H010J	2	R/B UNDERCOVERS- TAIL LAMPS	\$ 79.93	\$ 159.86
SO.EMPS2STS5RBW	2	QUARTER GLASS LAMPS	\$ 130.88	\$ 261.76
SO.PMP2WSSSB	2	QTR GLASS LAMP BRKT	\$ 13.09	\$ 26.18
SO.EMPS2SMS5RBW	2	RR HATCH LAMPS	\$ 130.88	\$ 261.76
SET.WK0514ITU20	1	SETINA RR WINDOW BARS	\$ 234.92	\$ 234.92
SET.BK2168ITU20	1	SETINA LIGHTED PUSHBUMPER RED/BLUE MPOWER (FRONT)	\$ 841.82	\$ 841.82
		RED/WHITE DR. SIDE		
		BLUE/WHITE PASS. SIDE		
		FRONT WIG WAGS		
PP.PP-2020-FINT-SUV-FS	1	PLASTIX PLUS CONSOLE	\$ 617.40	\$ 617.40
425-3818	2	MAGIC MIC CLIP	\$ 30.82	\$ 61.64
HAV.C-HDM-204	1	POST	\$ 153.58	\$ 153.58
HAV.C-MD-119	1	SWING ARM	\$ 245.60	\$ 245.60
HAV.C-LP2-USB-BL2	1	USB FACEPLATE	\$ 104.33	\$ 104.33
HAV.C-EB25-MMT-1P	1	RADIO FACEPLATE **BILL OUT**	\$ 22.04	\$ 22.04
HAV.C-EB40-SO3-1P	1	400 SERIES SIREN FACEPLATE **BILL OUT**	\$ 25.28	\$ 25.28
475-0063	1	JOTTO SPACE CREATOR PARTITION	\$ 779.92	\$ 779.92
475-0968	1	JOTTO HIGH SECURITY EXTENSION PNLS	\$ 112.66	\$ 112.66
475-0067	1	JOTTO CARGO BARRIER	\$ 485.27	\$ 485.27
911.CH15	1	911 15 CIRCUIT HARNESS W/TIMER	\$ 518.40	\$ 518.40
911.SAPD	1	PASS THROUGH	\$ 30.82	\$ 30.82
	2			
CUSTOMERE SUPPLIED		CUST SUPPLIED CAMERA SYSTEM		
LABOR FOR CAMERA				
ONLY				
		Customer Supplied Parts Labor		

		Miscellaneous Labor		
		PARTS		\$ 10,131.05
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
			HOURS	
		LABOR	39.0	\$ 3,900.00
		MISC LABOR	6.9	\$ 690.00
		GRAND TOTAL		\$ 14,951.05

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

SILSBEE FORD INC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: SILSBEE FORD INC.

Vendor Address: 1211 US HIGHWAY 96 NORTH

City: SILSBEE State: TX Zip Code: 77656

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 5124361313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: *Seth Gamblin* Date: 10/11/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 11/21/2024

2-3-26
AG add

AGENDA REQUEST

ORDINANCE RESOLUTION

2K NO: 2026-

CAPTION:

Contract to purchase 32 vehicles from Lake Country Chevrolet.

RECOMMENDATIONS & JUSTIFICATION:

Staff recommends the purchase of (1) 2026 Lakeshore Blue Chevrolet Traverse, (3) 2026 Red Hot Chevrolet Silverado Crew Cab trucks, (4) 2026 Black Chevrolet Silverado Crew Cab trucks, (2) 2026 Silver Ice Chevrolet Express 3500 Vans, (2) 2026 White Chevrolet Silverado 3500 Reg Cab Animal Control Body, (3) 2026 White Chevrolet Silverado 3500 Crew Cab Flatbed trucks, (1) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body, (2) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body with Liftgate, (12) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab trucks, (1) 2026 Sterling Ice Chevrolet Traverse, and (1) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab with Liftgate. These vehicles will replace vehicles currently in the City of Pasadena fleet.

These vehicles shall be purchased utilizing TIPS cooperative contract 240901, which has been competitively bid and awarded according to all Texas State Laws.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

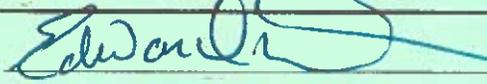
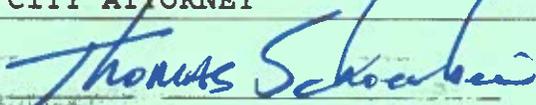
BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

COUNCIL ACTION

 DATE: 1/7/2026 REQUESTING PARTY (Edward Duron)	FIRST READING:	FINAL READING:
	_____	_____
BUDGET DEPARTMENT	MOTION	MOTION
 PURCHASING DEPARTMENT	SECOND	SECOND
APPROVED:		
 CITY ATTORNEY	DATE	DATE
 CLERK	DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/7/2026

AMOUNT: \$1,638,726.70

DEPARTMENT NO: 20300

ACCOUNT NO. 7915

TASK NO.

CIP NO.

PROJECT DESCRIPTION:

Purchase of 32 vehicles for Various Departments

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.



Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving the purchase by the City of Pasadena, Texas of 32 vehicles from Lake Country Chevrolet utilizing the TIPS Cooperative Contract #240901; in the amount of One Million Six Hundred Thirty-Eight Thousand Seven Hundred Twenty-Six Dollars and 70/100 (\$1,638,726.70).

WHEREAS, Staff recommends a contract for the purchase of (1) 2026 Lakeshore Blue Chevrolet Traverse, (3) 2026 Red Hot Chevrolet Silverado Crew Cab Trucks, (4) 2026 Black Chevrolet Silverado Crew Cab Trucks, (2) 2026 Silver Ice Chevrolet Express 3500 Vans, (2) 2026 White Chevrolet Silverado 3500 Reg Cab Animal Control Body, (3) 2026 White Chevrolet Silverado 3500 Crew Cab Flatbed Trucks, (1) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body, (2) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body with Liftgate, (12) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab Trucks, (1) 2026 Sterling Ice Chevrolet Traverse, and (1) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab with Liftgate from Lake Country Chevrolet; and

WHEREAS, these vehicles will replace vehicles currently in the City of Pasadena fleet; and

WHEREAS, these vehicles shall be purchased utilizing TIPS cooperative contract #240901, which has been competitively bid and awarded according to all Texas State Laws; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be

StPurchTIPS-LakeCountryChev.ChevroletVehicles26(2)

appropriated after approval of this Ordinance for this purpose;

NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council of the City of Pasadena, Texas hereby authorizes and approves the purchase by the City of Pasadena, Texas of (1) 2026 Lakeshore Blue Chevrolet Traverse, (3) 2026 Red Hot Chevrolet Silverado Crew Cab Trucks, (4) 2026 Black Chevrolet Silverado Crew Cab Trucks, (2) 2026 Silver Ice Chevrolet Express 3500 Vans, (2) 2026 White Chevrolet Silverado 3500 Reg Cab Animal Control Body, (3) 2026 White Chevrolet Silverado 3500 Crew Cab Flatbed Trucks, (1) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body, (2) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body with Liftgate, (12) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab Trucks, (1) 2026 Sterling Ice Chevrolet Traverse, and (1) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab with Liftgate from Lake Country Chevrolet in accordance with the contract attached hereto and incorporated herein for all purposes at Exhibit "A", and the Product Pricing Summary pages from Lake Country Chevrolet attached hereto at Exhibit "1", provided utilizing the TIPS Cooperative Contract #240901, Exhibit "2", which was competitively bid and awarded according to State Law.

SECTION 3. That there is hereby appropriated out of Account No. 20300-7915 the amount of One Million Six Hundred Thirty-Eight Thousand Seven Hundred Twenty-Six Dollars and 70/100 (\$1,638,726.70) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 4. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 5. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed,
StPurchTIPS-LakeCountryChev.ChevroletVehicles26(2)

considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Lake Country Chevrolet (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Lake Country Chevrolet will supply (1) 2026 Lakeshore Blue Chevrolet Traverse, (3) 2026 Red Hot Chevrolet Silverado Crew Cab Trucks, (4) 2026 Black Chevrolet Silverado Crew Cab Trucks, (2) 2026 Silver Ice Chevrolet Express 3500 Vans, (2) 2026 White Chevrolet Silverado 3500 Reg Cab Animal Control Body, (3) 2026 White Chevrolet Silverado 3500 Crew Cab Flatbed Trucks, (1) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body, (2) 2026 White Chevrolet Silverado 2500 Reg Cab Service Body with Liftgate, (12) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab Trucks, (1) 2026 Sterling Ice Chevrolet Traverse, and (1) 2026 Sterling Gray Chevrolet Silverado 1500 Reg Cab with Liftgate utilizing the TIPS Cooperative Contract #240901, as described in the attached Exhibit

"1", Product Pricing Summary pages, incorporated herein for all purposes.

II.

The parties agree that the terms of the contract between Lake Country Chevrolet and the TIPS Cooperative Contract #240901 will be applicable to this purchase, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

III.

The City will pay the total amount of One Million Six Hundred Thirty-Eight Thousand Seven Hundred Twenty-Six Dollars and 70/100 (\$1,638,726.70) to Lake Country Chevrolet according to the aforementioned documents and specifications.

IV.

If Contractor fails to perform any term of this contract, including specifications and bid, City may terminate this contract upon fifteen (15) days written notice to Contractor, or City may terminate this contract at any time without cause upon thirty (30) days written notice to Contractor.

V.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Name: _____

My Commission expires:

ATTEST:

LAKE COUNTRY CHEVROLET

SECRETARY

PRESIDENT

THE STATE OF TEXAS §

COUNTY OF JASPER §

This instrument was acknowledged before me on the ____ day
of _____, 2026 by _____, the
_____ of LAKE COUNTRY CHEVROLET, a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: ANNA OLVERA 713.475.7046 Phone: 409.659.1555
 Email: aolvera@pasadenatx.gov Email: RBROWN.SILSBEEFLEET@GMAIL
 Product Description: SILVERADO 1500 CC Date: December 29, 2025

A. Bid Item: CC10543 A. Base Price: \$ **41,500.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO CREW 2WD	\$ -		EXTERIOR - RED HOT	\$ -
	LT MODEL UPGRADE	\$ 6,750.00		INTERIOR - BLACK CLOTH	\$ -
L84	5.3L V8 ENGINE	\$ 1,595.00		40 / 20 / 40	\$ -
	POWER WINDOWS / LOCKS	\$ -		SWB / 5 1/2' BED	\$ -
	REAR VIEW CAMERA	\$ -			
	AM / FM / BLUETOOTH	\$ -			
	CARPET FLOORING	\$ -			
	TRAILER TOW PACKAGE	\$ -			

Total of B. Published Options: \$ **8,345.00**

Published Option Discount (5%) \$ **(417.25)**

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT - FIRE OVERHEAD	\$ 10,195.62		
GRAPHICS	\$ 810.00		

Total of C. Unpublished Options: \$ **11,005.62**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: 26 MY LT ADJUST \$ **(1,532.75)**

G. Additional Delivery Charge: 77 miles \$ **154.00**

H. Subtotal: \$ **59,054.62**

I. Quantity Ordered 3 \$ **177,163.86**

J. Trade in: \$ **-**

K. \$ **-**

L. Total Purchase Price \$ **177,163.86**

QUOTE

AGENCY Pasadena Fire
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 F150		
W-EB2SP3JPKG	1	LEGACY LIGHTBAR PKG	\$ 2,395.00	\$ 2,395.00
	1	STRAP KIT	INCL	
W-GB2ENDX	2	SMOKED END DOME LENS	\$ 11.52	\$ 23.04
W-GBCNTX	2	SMOKED CENTER LENS	\$ 11.52	\$ 23.04
W-GBDIVIDX	1	SMOKED DIVIDER LENS	\$ 11.52	\$ 11.52
W-C3997	1	CORE/ 21 BUTTON CONTROLLER	INCL	
W-C399SP	1	SCAN PORT	\$ 131.00	\$ 131.00
W-SA315U	1	100W SPEAKER	\$ 193.50	\$ 193.50
W-SAK1	1	SPEAKER BRKT	\$ 28.29	\$ 28.29
W-CHOWLER	1	HOWLER SPEAKER	\$ 679.68	\$ 679.68
W-HWLRB35		HOWLER BRKT	INCL	
W-CV2V	1	EXPANSION MODULE	\$ 267.12	\$ 267.12
W-CEM16	1	SYNC MODULE	\$ 210.24	\$ 210.24
W-TCRWX6	2	WHELEN 6 LAMP TRACERS	\$ 648.00	\$ 1,296.00
		PROMO JWA TRACER 0725		
W-XTLI3JC	8	WHELEN R/W T-SERIES IONS, SMOKE LENS- UNKNOWN LOCATION	\$ 167.04	\$ 1,336.32
TSM-CC-21F1-OH	1	TROY OVERHEAD CONSOLE	\$ 270.87	\$ 270.87
911.CH15	1	911 HARNESS	\$ 540.00	\$ 540.00
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 7,405.62
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
		HOURS		
		LABOR	19.2	\$ 1,920.00
		MISC LABOR	6.4	\$ 640.00
		GRAND TOTAL		\$ 10,195.62



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA - FIRE PREVENTION

Prepared by: RICK BROWN

Contact: ANNA OLVERA 713.475.7646

Phone: 409.659.1555

Email: aolvera@pasadenatx.gov

Email: RBROWN.SILSBEEFLEET@GMAIL

Product Description: SILVERADO 1500 CC

Date: November 20, 2025

A. Bid Item: CC10543 A. Base Price: \$ 41,500.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO 1500 CREW PPV			EXTERIOR - BLACK	\$ -
	5.3L V8 ENGINE	\$ 2,780.00		INTERIOR - BLACK	\$ -
	AUTOMATIC TRANSMISSION	\$ -		CLOTH 1ST / VINYL 2ND	\$ -
	POWER WINDOWS / LOCKS	\$ -	A2X	POWER DRIVERS SEAT	\$ 395.00
B38	VINYL FLOORING	\$ -		PPV PACKAGE	\$ 7,415.00
	HD LOCKING REAR	\$ -	PEB	WT VALUE PACKAGE	\$ 960.00
	BADGE DELETE	\$ -			
	TRAILER TOW PACKAGE	\$ -			

Total of B. Published Options: \$ 11,550.00

Published Option Discount (5%) \$ (577.50)

C.

Description	Bid Price	Options	Bid Price
SILSBEE FLEET UPFIT - FIRE OVERHEAD	\$ 10,195.62		
GRAPHICS	\$ 810.00		

Total of C. Unpublished Options: \$ 11,005.62

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: FLEET DISCOUNT \$ (2,410.00)

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 61,222.12

I. Quantity Ordered 4 \$ 244,888.48

J. Trade in: \$ -

K. \$ -

L. Total Purchase Price \$ 244,888.48

QUOTE

AGENCY Pasadena Fire
 DATE QUOTED 29-Dec-25
 SALESMAN RB/ GT

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
	1	2026 F150		
W-EB2SP3JPKG	1	LEGACY LIGHTBAR PKG	\$ 2,395.00	\$ 2,395.00
	1	STRAP KIT	INCL	
W-GB2ENDX	2	SMOKED END DOME LENS	\$ 11.52	\$ 23.04
W-GBCNTX	2	SMOKED CENTER LENS	\$ 11.52	\$ 23.04
W-GBDIVIDX	1	SMOKED DIVIDER LENS	\$ 11.52	\$ 11.52
W-C3997	1	CORE/ 21 BUTTON CONTROLLER	INCL	
W-C399SP	1	SCAN PORT	\$ 131.00	\$ 131.00
W-SA315U	1	100W SPEAKER	\$ 193.50	\$ 193.50
W-SAK1	1	SPEAKER BRKT	\$ 28.29	\$ 28.29
W-CHOWLER	1	HOWLER SPEAKER	\$ 679.68	\$ 679.68
W-HWLRB35		HOWLER BRKT	INCL	
W-CV2V	1	EXPANSION MODULE	\$ 267.12	\$ 267.12
W-CEM16	1	SYNC MODULE	\$ 210.24	\$ 210.24
W-TCRWX6	2	WHELEN 6 LAMP TRACERS	\$ 648.00	\$ 1,296.00
		PROMO JWA TRACER 0725		
W-XTLI3JC	8	WHELEN R/W T-SERIES IONS, SMOKE LENS- UNKNOWN LOCATION	\$ 167.04	\$ 1,336.32
TSM-CC-21F1-OH	1	TROY OVERHEAD CONSOLE	\$ 270.87	\$ 270.87
911.CH15	1	911 HARNESS	\$ 540.00	\$ 540.00
		Customer Supplied Parts Labor		
		Miscellaneous Labor		
		PARTS		\$ 7,405.62
		FREIGHT		\$ 115.00
		SHOP SUPPLIES		\$ 115.00
		HOURS		
		LABOR	19.2	\$ 1,920.00
		MISC LABOR	6.4	\$ 640.00
		GRAND TOTAL		\$ 10,195.62



PRODUCT PRICING SUMMARY

TIPS USA 240901 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA

Prepared by: RICK BROWN

Contact: ANNA OLVERA AOLVERA@PASADENATX.GOV

Phone: 409.659.1555

Email: AOLVERA@PASADENATX.GOV

Email: RBROWN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVROLET EXPRESS 3500 PASS

Date: November 10, 2025

A. Bid Item: _____

A. Base Price: \$ 39,895.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CG33706	2026 CHEVROLET EXPRESS 3500	\$ 7,480.00	GAN	EXTERIOR - SILVER ICE	
LV1	4.3L V6 ENGINE	\$ -		INTERIOR - PEWTER VINYL	
MTH	8 SPEED TRANS	\$ -			
	12 PASSENGER SEATING	\$ -			
UFT	BLIND ZONE ALERT	\$ 395.00			
UD7	REVERSE SENSING	\$ 295.00			
ATG	KEYLESS ENTRY	\$ 175.00			
5H1	2 ADDITIONAL KEYS	\$ 45.00			

Total of B. Published Options: \$ 8,390.00

Published Option Discount (5%) \$ (419.50)

C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment: FLEET ADJUSTMENT \$ (23.72)

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 47,995.78

I. Quantity Ordered 2 x H = \$ 95,991.56

J. Trade in: \$ -

K.

L. Total Purchase Price \$ 95,991.56



PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA

Prepared by: RICK BROWN

Contact: ANNA OLVERA

Phone: 409.659.1555

Email: AOLVERA@PASADENATX.GOV

Email: RBROWN.SILSBEEFLEET@GMAIL

Product Description: SILVERADO 3500 CHASSIS

Date: December 29, 2025

A. Bid Item: CC30903

A. Base Price: \$ **45,153.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO 3500	\$ -		EXTERIOR - WHITE	\$ -
	REGULAR CAB	\$ -		INTERIOR - BLACK VINYL	\$ -
L8T	6.6L V8 GAS ENGINE	\$ -			
MKM	10 SPEED AUTOMATIC	\$ -			
PCV	FLEET CONV PACKAGE	\$ 575.00			
JL1	TRAILER BRAKE CONTROLLER	\$ -			
DWI	POWER CAMPER MIRRORS	\$ 450.00			

Total of B. Published Options: \$ **1,025.00**

Published Option Discount (5%) \$ **(51.25)**

C.

Description	Bid Price	Options	Bid Price
HARSTRA ANIMAL COUNTRY UPFIT #1617	\$ 53,200.00		

Total of C. Unpublished Options: \$ **53,200.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):	
E. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F. Contract Price Adjustment:	
G. Additional Delivery Charge: <u>77</u> miles	\$ 154.00
H. Subtotal:	\$ 99,480.75
I. Quantity Ordered <u>2</u>	\$ 198,961.50
J. Trade in:	\$ -
K.	\$ -
L. Total Purchase Price	\$ 198,961.50



HARTSTRA MANUFACTURING

HARTSTRA MANUFACTURING LLC
5635 N. HWY 6
WACO, TX 76712
United States of America

Ph: 254-848-8318

Fax: 254-848-8314

Quote	
ID: 1617	Date: 13-Nov-25

To

LAKE COUNTRY CHEVROLET 2152 N WHEELER JASPER, TX 75951 United States of America
--

Quote To

RICK BROWN LAKE COUNTRY CHEVROLET 2152 N WHEELER JASPER, TX 75951 United States of America
--

Terms		Ship Via	Salesperson
Due on Receipt		DELIVERED	001
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> - Utilize 1.5" x 1/8" Aluminum Square Tubing - Includes Front, Sides and Rear Wall as per drawings - Includes Cutouts for compartments as per design - Includes Skirting for aesthetics - Supply and Install PolyCor Sheeting as Exterior Walls <ul style="list-style-type: none"> - Installed using Adhesive Method - Standard White color - Fabricate Roof with Standard Aluminum Roof Extrusion with Custom formed corners and 1.5" Roof Bows welded in place at 24" O.C. <ul style="list-style-type: none"> - Roof Skin to be 20Ga Aluminum Sheeting - Supply and install Coolguard UV roof coating <p>COMPARTMENTS:</p> <ul style="list-style-type: none"> - Fabricate and Install 2 - Animal Control Compartments as per drawings <ul style="list-style-type: none"> - Dimensions to be 28"W x 37"H x 38"D Nominal installed at front - Includes Sloped to Center Floors with Drains - All Aluminum Fabrication Unpainted - Includes Exterior Doors Fabricated with Aluminum Extrusion and SS Hinges with Locking Slam Hardware to access - Includes Interior Safety cage Doors fabricated from aluminum and includes catch pole openings and easy operation while securing animals. - Fabricate and Install 4 - Animal Control Compartments in middle <ul style="list-style-type: none"> - Dimensions to be 28"W x 28"H x 28"D Nominal - Compartments to be transverse from roadside to curbside with swinging and locking center dividers. - Includes Sloped to Center Floors with Drains - All Aluminum Fabrication Unpainted - Includes Exterior Doors Fabricated with Aluminum Extrusion and SS Hinges with Locking Slam Hardware to access - Includes Interior Safety cage Doors fabricated from aluminum and includes catch pole openings and easy operation while securing animals. - Fabricate and Install 2 - Storage Compartments at rear <ul style="list-style-type: none"> - Dimensions to be 24"W x 36"H x 14"D Nominal - Includes full width upper pass through at top - Includes shelving and dividers as per customer spec 		



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 United States of America

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Quote

ID: 1617 Date: 13-Nov-25

To

LAKE COUNTRY CHEVROLET
 2152 N WHEELER
 JASPER, TX 75951
 United States of America

Quote To

RICK BROWN
 LAKE COUNTRY CHEVROLET
 2152 N WHEELER
 JASPER, TX 75951
 United States of America

Terms		Shlp Via		Salesperson
Due on Receipt		DELIVERED		001
Quantity	Description	Unit Price	Amount	
	<ul style="list-style-type: none"> - All Aluminum Fabrication Unpainted - Includes Exterior Doors Fabricated with Aluminum Extrusion and SS Hinges with Locking Slam Hardware to access - Fabricate and Install Dead Box Compartment at rear as per drawings <ul style="list-style-type: none"> - Dimensions to be 60"W x 24"H x 24"D Nominal Dimensions - Door to be Rear Ramp <p>INSULATION:</p> <ul style="list-style-type: none"> - Supply and Install SM Styrofoam insulation throughout walls and ceilings - Supply and Install Reflectex insulation where available - Supply and Install spray foam insulation in floor <p>DEAD BOX LIFTGATE:</p> <ul style="list-style-type: none"> - Supply and Install Rear dead box liftgate with 1000lbs capacity - Steel platform maximum size - Maxon CP-27 <p>SLIDE OUT KENNEL:</p> <ul style="list-style-type: none"> - Fabricate and install slide out drop down kennel system in front curbside compartment - Approximate dimensions of 36"D x 21"W x 31"H - Designed to lower to the ground with 12V winch system for ease of operator use for heavier animals. - All aluminum fabrication and construction method - Includes lock in and lock out with single hand operation - Includes limit switch on winch to prevent overextension damage on winch system. <p>ELECTRICAL and COMPONENTS:</p> <ul style="list-style-type: none"> - Supply and install Havis mini center console for controls installation - Supply and install dash mount for screen mount - Standard LED DOT Lighting Package as per FMVSS 			



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ID: 1617	Date: 13-Nov-25

To

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 JASPER, TX 75951
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Quote To

RICK BROWN
 LAKE COUNTRY CHEVROLET
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 JASPER, TX 75951
 United States of America

Terms		Ship Via	Salesperson
Due on Receipt		DELIVERED	001
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> - Additional Rear High Level Red LED lights installed - Supply and Install 6 - Amber LED Strobe lights on body and Chassis <ul style="list-style-type: none"> - Strobe Pattern change with switch in Cab - Supply and Install 2 - White LED Strobe lights at Rear Lower Sides of Body <ul style="list-style-type: none"> - Switched in Cab with flash pattern change - Supply and Install LED dome lights in all compartments switched in cab console - Supply and install Whelen TAC830 rear directional bar - Supply and Install Back up Alarm - Install Chassis supplied Rear Backup Camera system <p>HVAC SYSTEM:</p> <ul style="list-style-type: none"> - Supply and Install HVAC System independent of Chassis System <ul style="list-style-type: none"> - Independent system to include auxiliary compressor installed under hood - 28000 BTU Cooling and 32000BTU Heating capacities - CFM rating on blower to be 295 - Complete Screen monitoring and control system installed in Cab Console - Air temperature is monitored separately in each compartment and programmable to set off Audible alarm if outside set parameters. <p>INSTALLATION:</p> <ul style="list-style-type: none"> - Installed on customer supplied Chevy 3500 SRW Chassis - Includes suspension enhancement system for load leveling. <p>BUMPER:</p> <ul style="list-style-type: none"> - Fabricate and install 4" standard bumper at rear - HD steel construction bolted to chassis frame painted DTM Black - Does not include hitch <p>FINAL DETAILS:</p> <ul style="list-style-type: none"> - Doors seals supplied standard 		



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ID: 1617 Date: 13-Nov-25

To

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 2152 N WHEELER
 JASPER, TX 75951
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Quote To

RICK BROWN
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 United States of America

Terms		Ship Via	Salesperson
Due on Receipt		DELIVERED	001
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> - Final Cleanup, Details and Make Ready - HVAC system wiring diagram to be provided - Supply and Install SS Cleat on rear of body for temporary tethering of animals <p>DELIVERY:</p> <ul style="list-style-type: none"> - Delivery to Silsbee Ford included - Chassis to be drop shipped to Hartstra Manufacturing prior to fabrication - Delivery dates TBD based on chassis availability <p>WARRANTY:</p> <p>1 Year parts and Labor Bumper to Bumper</p> <p>TERMS:</p> <ul style="list-style-type: none"> - FOB Waco, TX - DUE UPON RECEIPT <p>PRICING DETAILS:</p> <ul style="list-style-type: none"> - Due to major price fluctuations in the aluminum and steel markets pricing may be subject to change and Hartstra Mfg reserves the right to modify as necessary. 		
		Total:	\$53,200.00



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: ANNA OLVERA Phone: 409.659.1555
 Email: AOLVERA@PASADEMATX.GOV Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: SILVERADO 2500 REGULAR CAB Date: December 29, 2025

A. Bid Item: CC20903 A. Base Price: \$ 43,909.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO RC 2500 2WD	\$ -		EXTERIOR - WHITE	
	6.6L GAS ENGINE	\$ -		INTERIOR - BLACK VINYL	
	POWER WINDOWS / LOCKS	\$ -			
	AM / FM / BLUETOOTH	\$ -			
PCV	CONV PACKAGE	\$ 575.00			
DWI	CAMPER STYLE POWER MIRRORS	\$ 450.00			
JL1	TRAILER BRAKE CONTROLLER	\$ -			

Total of B. Published Options: \$ 1,025.00

Published Option Discount (5%) \$ (51.25)

C.

Description	Bid Price	Options	Bid Price
TRUX - READING CLASSIC II SERVICE BODY	\$ 18,169.00		
W/ LIFTGATE #3477	\$ -		

Total of C. Unpublished Options: \$ 18,169.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment:

G. Additional Delivery Charge: 77 \$ 154.00

H. Subtotal: \$ 63,205.75

I. Quantity Ordered 2 x H = \$ 126,411.50

J. Trade in: \$ -

K. Total Purchase Price \$ 126,411.50



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: ANNA OLVERA Phone: 409.659.1555
 Email: AOLVERA@PASADENATX.GOV Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: CHEVROLET SILVERADO 1500 RC Date: December 18, 2025

A. Bid Item: CC10903 A. Base Price: \$ **36,339.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET SILVERADO 2WD	\$ -		EXTERIOR - STERLING GRAY	
	REGULAR CAB	\$ -	H2G	INTERIOR - BLACK VINYL	
	SWB / 6 1/2' BED				
13E	2.7L TURBO 4CYL	\$ -	Z82	TRAILER TOW PACKAGE	\$ -
MQE	8 SPEED AUTO TRANSMISSION	\$ -		REAR VIEW CAMERA	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	POWER MIRRORS	\$ -			
PEB	WT VALUE PACKAGE	\$ 820.00			
	in CRUISE / KEYLESS ENTRY	\$ -			

Total of B. Published Options: \$ **820.00**

Published Option Discount (5%) \$ **(41.00)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Int Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2026 MY ADJUSTMENT \$ **(1,002.00)**

G. Additional Delivery Charge: 77 miles \$ **154.00**

H. Subtotal: \$ **36,270.00**

I. Quantity Ordered 12 x H = \$ **435,240.00**

J. Trade in: \$ -

K. Total Purchase Price \$ **435,240.00**



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF PASADENA Prepared by: RICK BROWN
 Contact: ANNA OLVERA Phone: 409.659.1555
 Email: AOLVERA@PASADENATX.GOV Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: CHEVROLET SILVERADO 1500 RC Date: December 31, 2025

A. Bid Item: CC10903 A. Base Price: \$ **36,339.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 CHEVROLET SILVERADO 2WD	\$ -		EXTERIOR - STERLING GRAY	
	REGULAR CAB	\$ -	H2G	INTERIOR - BLACK VINYL	
	LWB / 8' BED				
L3B	2.7L TURBO 4CYL	\$ -	Z82	TRAILER TOW PACKAGE	\$ -
MQE	8 SPEED AUTO TRANSMISSION	\$ -		REAR VIEW CAMERA	\$ -
	POWER WINDOWS / LOCKS	\$ -			
	POWER MIRRORS	\$ -			
PEB	WT VALUE PACKAGE	\$ 820.00			
	in CRUISE / KEYLESS ENTRY	\$ -			
Total of B. Published Options:					\$ 820.00

Published Option Discount (5%) \$ **(41.00)**

C.

Description	Bid Price	Options	Bid Price
LIFTGATE #1000	\$ 4,580.00		
Total of C. Unpublished Options:			\$ 4,580.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: 2026 MY ADJUSTMENT \$ (1,002.00)

G. Additional Delivery Charge: 77 miles \$ 154.00

H. Subtotal: \$ 40,850.00

I. Quantity Ordered 1 x H = \$ 40,850.00

J. Trade in: \$ -

K. Total Purchase Price **\$ 40,850.00**

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

LAKE COUNTRY CHEVROLET INC.

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: LAKE COUNTRY CHEVROLET INC.

Vendor Address: 2152 NORTH WHEELER STREET

City: JASPER State: TX Zip Code: 75951

Vendor Authorized Signatory Name: SETH GAMBLIN

Vendor Authorized Signatory Title: FLEET SALES

Vendor Authorized Signatory Phone: 512.436.1313

Vendor Authorized Signatory Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Vendor Authorized Signature: *Seth Gamblin* Date: 10/13/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 11/21/2024

AGENDA REQUEST

ORDINANCE RESOLUTION

2L NO: 2026-

CAPTION: An ordinance approving a Licensed Sports Association Agreement developed for use by the Parks and Recreation Department.

RECOMMENDATIONS & JUSTIFICATION: This agreement is an updated and revised version of the Licensed Sports Association Agreement and is to be used by Parks and Recreation Department various baseball and softball leagues in the City. This agreement establishes guidelines and responsibilities between the Parks and Recreation Department and the various baseball and softball leagues using City fields.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: _____

REQUIRES APPROPRIATION:

See attached Certification

COUNCIL ACTION

<p><u>Jason</u> DATE: 1/20/26 REQUESTING PARTY (Jason Ross)</p>	<p>FIRST READING:</p>	<p>FINAL READING:</p>
<p>_____</p> <p>BUDGET DEPARTMENT</p>	<p>_____</p> <p>MOTION</p>	<p>_____</p> <p>MOTION</p>
<p>_____</p> <p>PURCHASING DEPARTMENT</p>	<p>_____</p> <p>SECOND</p>	<p>_____</p> <p>SECOND</p>
<p>APPROVED:</p> <p><u>Chris Bowler</u> CITY ATTORNEY</p> <p><u>Thomas Schenkein</u> MAYOR</p>	<p>_____</p> <p>DATE</p>	<p>_____</p> <p>DATE</p>
<p>DEFERRED: _____</p>		

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving a revised Licensed Sports Association Agreement developed for use by the Parks and Recreation Department.

WHEREAS, this agreement is an updated and revised version of the Licensed Sports Association Agreement and is to be used by the Parks and Recreation Department and the various baseball and softball leagues in the City; and

WHEREAS, this agreement establishes guidelines and responsibilities between the Parks and Recreation Department and the various baseball and softball leagues using City fields; NOW, THEREFORE,

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

SECTION 1. That that certain Licensed Sports Association Agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", is hereby authorized and approved for use by the Parks and Recreation Department of the City of Pasadena, Texas establishing guidelines and responsibilities between the Parks and Recreation Department and the various baseball and softball leagues using City fields.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law,
LicenseAgmt.Ballfield12

Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



**PARKS & RECREATION
LICENSED SPORTS ASSOCIATION AGREEMENT**

THIS LICENSED SPORTS ASSOCIATION AGREEMENT (License) is made and entered into by and between the City of Pasadena, a municipal corporation situated in Harris County, Texas (City) and _____ (Licensee).

WHEREAS, City owns various baseball/softball Facilities within the City; and
WHEREAS, Licensee desires to use one of such Facilities in connection with its baseball/softball activities; and
WHEREAS, in exchange for the use of such Facility, Licensee has agreed to perform certain maintenance, services and repairs;
NOW, THEREFORE, for and in consideration of the premises herein contained, City hereby grants, upon the terms and conditions recited, the following rights and privileges to Licensee:

ARTICLE I. DEFINITIONS

City is defined in the preamble hereof and includes its successors and assigns.
Director means the Director of the city’s Parks & Recreation Department or his/her designee.
Facility means the fields _____.
The definition of Facility shall include the baseball/softball field, the Micro Center and all other structures and buildings used in connection therewith, but does not include property _____.
Licensee is defined in the preamble hereof and includes its successors and assigns.
Micro Center means that building located at the facility containing the restrooms, electrical room and concession area.

ARTICLE II. TERM

This License shall commence on _____ and terminate on _____.
Licensee understands and agrees that this license is nonexclusive, that during the term hereof, Licensee shall have the right to use the Facility only during those times specified in the Schedule as agreed to by the City. City may schedule events and members of the public may use this Facility during the term of this License, at times not specified in the Schedule for use by Licensee. This limited use of Facility granted to Licensee shall not be assigned, leased, sublet or transferred by Licensee to any other person or entity at any time. Notwithstanding any provision contained herein to the contrary, City may terminate this License at any time and without cause upon ten (10) days’ notice to Licensee.

Ball fields will be closed to the public and leagues from third Sunday in November through mid-January to allow City time to perform field and facility maintenance. Alternate practice facilities may be provided upon request to City, if available and schedules permit.

ARTICLE III. LICENSEE’S DUTIES

- 3.01 During the term of this License, Licensee shall perform the following duties:
 - a. Maintain the Micro Center in a clean, safe condition meeting all City Fire, Health and Code Regulations. The Micro Center must be locked and secured when not in use.

- b. Install, maintain and repair, at sole cost and expense of Licensee, any telephones at Facility. Licensee shall be fully responsible for payment of any and all associated invoices/bills.
- c. Repair and/or replace air conditioning unit(s) as necessary (unless units are owned by City). While the Micro Center is occupied, the thermostat shall not be set lower than 65 degrees. While the Micro Center is unoccupied, the thermostat shall not be set lower than 78 degrees.
- d. Provide all restroom supplies and thoroughly clean restrooms on weekends and City holidays.
- e. Provide all concession supplies and equipment for baseball/softball activities without overloading existing circuits. Licensees and their representatives are prohibited from altering any electrical outlet or connection. Deep fryers of any size must receive prior approval from the City of Pasadena Fire Marshal's Office before use, and written confirmation of approval must be submitted to the Parks and Recreation Office. This requirement is due to the facility's need for an Ansul fire suppression system and an exhaust hood designed for grease-laden vapors.
- f. Maintain and repair all equipment supplied by Licensee.
- g. Drag, water and mark fields on weekdays, as needed, after initial field preparation has been provided by City, and on weekends and City holidays.
- h. Daily practice and game day collection of all garbage on the premises, including playing areas, fences, bleachers, under bleachers, Micro Center and adjacent grounds. All garbage should be placed in designated garbage pick-up area. If within City's judgment Licensee has not sufficiently complied with garbage collection, a notice requesting immediate compliance will be issued in writing by City. Failure to come into compliance or additional instances of failure to collect all garbage may result in City assessing Licensee a fee of \$10.00 per hour/per staff member for garbage clean up performed by City.
- i. Provide all trashcan liners for weekends and City holidays.
- j. Deter vandalism or damage of any nature with all reasonable methods and conscientiousness.
- k. Only use athletic field lights necessary for the fields in use (i.e. if play is only on field # 1 then only field # 1 should have lights). Within thirty (30) minutes of play concluding on any field for the night, Licensee shall turn off the lights. If Licensee fails to do so, a utility fee of \$25.00 per hour/per field will be assessed to Licensee for the additional cost of electricity.
- l. The Licensee is responsible for ensuring that all organizational representatives using the fields and Micro Centers are provided access to and comply with these rules.
- m. Make payment to City of Pasadena of the **\$500.00** Security Deposit two (2) weeks prior to the start of practices. Any deductions from this deposit must be reimbursed to City within thirty (30) days of written notification. Deductions from the Security Deposit will be taken by City for any unnecessary utility bills and/or garbage collection fees assessed against Licensee by City. The Security Deposit will be returned at the conclusion of the season after above costs, if any, have been deducted.
- n. Failure to abide by this policy may result in loss of field use privileges.

Licensee shall report all problems with baseball/softball fields, fences, field lights, scoreboards, or Micro Center by e-mail sent to the Athletics Manager at djohnson@pasadenatx.gov, with copies sent to the Superintendent of Recreation at trodriquez@pasadenatx.gov and the Director of Parks and Recreation at jross@pasadenatx.gov. All follow up correspondence shall be done in the same manner. **Under no circumstances shall Licensee burn any part of Facilities or grounds.**

3.02 Concessions.

Licensee may operate concession stands under the following guidelines:

- a. All food or drink prepared, served, sold or stored shall be done so in strict conformity with all City, State and Federal laws. Licensee shall meet all fire and health licensing requirements and shall submit a copy of all required permits to the Athletics Department one (1) week prior to the concession stand opening.

- b. All garbage in the area of the Micro Center shall be collected on a daily basis, including the breakdown of all boxes to be placed in designated garbage pick-up area (not in trash barrels) located at each site. Licensee shall tie and remove all trash bags from cans that are $\frac{3}{4}$ full or more and put them in the designated garbage pick-up area.
- c. The Licensee is only permitted to run a concession stand if they have a current signed Licensed Sports Association Agreement with the City.

ARTICLE IV. CITY'S DUTIES

4.01 During the term of this License, City will perform the following duties:

- a. All field and building maintenance will be performed by the appropriate City department or approved contractor.
- b. City will drag, water and mark fields during the Spring season for initial games on Monday through Friday. City requires a minimum notice of three (3) business days for any request for field set up not submitted on original Schedule. If minimum lead time is not provided City cannot guarantee field preparations will be completed.
- c. City will provide garbage pick up for garbage placed in the designated pick-up area(s).

ARTICLE V. CONDITION OF FIELD

5.01 Present Condition

Licensee agrees to accept and does accept possession of Facility "as is" in its present condition and admits its suitability and sufficiency for the use proposed to be made thereof by Licensee. Except as may otherwise be provided for herein, City shall not be required to make any improvements, repairs or restoration upon or to Facility except for structural repairs determined to be necessary by the Director.

5.02 Maintenance and Repair

Licensee shall at its sole cost and expense keep Facility and all improvements thereon, including those made by Licensee, in a good and sound state of repair, excepting such wear and tear as cannot be prevented by reasonable and proper repair work. At all times Facility shall be maintained in accordance with all applicable Ordinances, rules, statutes and regulations (as amended from time to time) of the City and any governmental entity having jurisdiction.

All maintenance, repair, modification or improvement work undertaken by Licensee at Facility (Micro Center or field maintenance) shall be done at Licensee's sole expense and shall be done in accordance with the Ordinances and Building Code of the City and shall have the prior written approval of the Director. No major repair or improvement work shall be commenced until such approval is given and all required permits or licenses have been secured. City reserves the right to request that Licensee, at Licensee's expense, undo any modifications performed without prior written approval. Failure to remove/repair modifications within the time specified by Director shall entitle City to make repairs and charge Licensee the cost of repairs plus ten (10%) per cent.

Licensee expressly agrees in the making of all repairs, modifications and improvements that, it will neither give nor grant nor pretend to give or grant any lien upon Facility or upon any improvement thereon during the process or at conclusion of said construction or repair. Licensee shall not allow any condition to exist or situation to develop whereby any party would be entitled as a matter of law to cause a lien of any nature against Facility or improvements thereon.

5.03 Title to Improvements

Upon termination of License, whether by accomplishment of the term hereof or by an earlier termination under any provision hereof, the full and complete fee simple title to all improvements constructed or accomplished by Licensee and located at Facility shall vest in City free and clear of all liens whatsoever, and in particular free and clear of all claims on the part of Licensee on account of any repair, modification or improvement work done or to be done by Licensee.

5.04 Rules and Regulations

Director may from time to time adopt and enforce reasonable rules and regulations with respect to occupancy and use of Facility. Licensee agrees to observe and obey same. City reserves the right to deny access to Facility to any person that fails or refuses to obey and comply with such rules, regulations or other applicable laws. Requests to use fields or Facilities for purposes other than athletic play (such as league parties or festivals) must comply with Parks and Recreation policies, including a minimum of ten (10) business days' advance notice and all inflatable equipment requirements if inflatables will be used.

ARTICLE VI. PROVISIONS/EQUIPMENT

6.01 Provisions

Licensee understands and agrees that all equipment or materials of any kind stored in the electrical area of the Micro Center must follow City health, building and safety codes.

By _____, Licensee shall remove signs/equipment from Facility; otherwise, they will be deemed abandoned. City will not be held responsible for any items of equipment not related to the recreational activities authorized by this License Agreement, or those items stored or left by Licensee at Micro Center or elsewhere at the end of the License Term. Any item of equipment left at Micro Center shall be the sole responsibility and liability of Licensee and City shall be held harmless from any loss or damage to same. During the term of this License, City may need to repair, paint or clean Micro Center. Licensee agrees to remove equipment and perform any tasks necessary to enable City's ability to do so.

6.02 Scoreboard

Licensee acknowledges that City owns the scoreboard and all equipment used in connection with it. In the event the scoreboard or associated equipment is damaged/destroyed, Director shall assess against Licensee the costs to repair or replace the same and Licensee shall pay the assessed amount within thirty (30) days.

6.03 Bases

The City will replace home plate and the pitcher's rubber once per calendar year, if needed. If bases become damaged during the license period granted to the Licensee, it shall be the Licensee's responsibility to replace them at its sole expense. The Licensee acknowledges that all bases, whether originally placed by the City or replaced by the Licensee due to damage, shall remain the property of the City.

ARTICLE VII. TIMETABLE

7.01 Financial Statement.

Licensee shall submit financial documentation such as bank statements, excel spread sheets, or quicken documents for the previous year. The financial report needs to show income, expenses, and all fund balances for all league play and any tournaments or camps. This report must be submitted two (2) weeks prior to the beginning of practice. No play will begin until financials have been received.

7.02 Board Members

Licensee will submit names, addresses and phone numbers of all officers and board members as well as a copy of their bylaws within two (2) weeks after each election or appointment.

7.03 Background Checks

All volunteers must **PASS** and have a current criminal history background check on file and must submit copies to the Athletics Manager two (2) weeks before the start of the season along with other required documentation as determined by the Director. All volunteers added after this date are required to have a current criminal history background check on record, and documentation must be submitted to the Athletics Manager before assignments commence.

7.04 Meetings

During the term of the License, Director may schedule meetings to discuss matters affecting use of the Facility. Licensee agrees to attend all such meetings at location designated by Director in a timely manner. Failure to attend, without sufficient justification, may result in forfeiture of License to Facility. Licensee may schedule meetings in the Micro Center as needed, with prior notification to and approval of the Athletic Manager.

7.05 Keys

Licensee shall, without exception, furnish two (2) duplicates of any key placed by Licensee on Facility, Micro Center, fence or any other place where any lock is placed by Licensee on the date same is installed. On each such date, the two (2) duplicates shall be delivered to the Office of Athletic Manager at 2910 Southmore Ave., Pasadena, Texas. Failure to do so may result in forfeiture of use of Facility. City shall furnish applicable keys to the Micro Center. Replacement keys will cost the Licensee \$10.00 each.

7.06 Facility Repairs

All off-season requests for repairs to or painting or cleaning of Facility which are the City's responsibility shall be submitted by e-mail to the Athletics Manager at djohnson@pasadenatx.gov with copies to the Superintendent of Recreation at trodriquez@pasadenatx.gov and the Director of Parks and Recreation at jross@pasadenatx.gov by October 15th of each year.

7.07 League Schedules

All game, practice and event schedules for the season **MUST** be submitted in calendar form and reserved through the Athletics Department. Final player rosters will also be required at this time. Failure to provide this information at least fifteen (15) business days prior to the beginning of practice season could affect field availability and/or delay field preparation.

7.08 Tournaments

Licensee is permitted to host four (4) league affiliated tournaments during the calendar year at no cost. No tournaments may be held during field closure dates listed in Article II herein. Any tournaments hosted, exceeding the four (4), will require a tournament contract and payment at current rates as established by City ordinance. This does not include advancement tournaments such as All Stars or Metro.

ARTICLE VIII. RIGHT OF ENTRY

City retains the right to enter upon and use the Facility at all times and for any purpose whatsoever during the term of this License. Such entry shall not be a trespass nor give Licensee a cause of action against City.

Licensee recognizes that upon inspection of Facility, Director may determine that Licensee has not complied with its duties as set forth herein. In such event, Director shall notify Licensee of the particular duty it must fulfill, and Licensee agrees to perform such duty within forty-eight (48) hours of notification. In the event Licensee fails, neglects or refuses to perform the duty within the specified time period, City shall perform the duty and charge Licensee the costs incurred in performing the duty. Licensee will have seven (7) days to submit payment therefor or risk forfeiture/termination of License.

ARTICLE IX. INSURANCE AND INDEMNIFICATION

9.01 Insurance

Licensee shall provide and maintain, insurance coverage in full force and effect, at all times during the term of this License and any extensions thereof, as required herein. A copy of this Certificate of Insurance, in full force and effect, shall be provided to the Office of the Director one (1) week prior to commencement of License. Failure to do so may result in forfeiture/termination of License.

(a) Risk and limits of liability. Maintain minimum coverage and limits of liability as follows:

Commercial General Liability	\$1,000,000 each occurrence
Bodily Injury and Property Damage	\$1,000,000 each occurrence and \$1,000,000 aggregate

(b) Forms of Policies. Insurance may be in one or more policies of insurance, the form of which must be approved by Director.

(c) Issuers of Policies. Issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with risks covered. Each issuer shall be subject to approval by Director as to conformance with these requirements.

(d) Insured Parties. Each policy must name Licensee and City (and the officers, agents and employees of City) as insured parties.

(e) Deductibles. Policy may contain deductible amounts only if Director approves the amount and scope of deductible. Licensee shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for same against City, its officials, officers, agents or employees.

(f) Cancellation. Each policy must expressly state it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to Director.

(g) Subrogation. Policy must contain an endorsement to the effect that issuer waives any claim or right in the nature of subrogation to recover against City, its officers, agents or employees.

(h) Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that issuer is entitled to look only to Licensee for any further premium payment, and has no right to recover any premiums from City.

9.02 Delivery of Policies.

Originals of all policies referred to above, or copies thereof certified by agent or attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited by Licensee with Director prior to beginning of the term of this License. Failure on the part of Licensee to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for cancellation of an existing policy so that insurance referred to shall be continuous, will effect and constitute default on part of Licensee entitling City, at its option, to terminate its duties and Licensee's rights under this License upon three (3) days notice in writing to Licensee.

9.03 Location of Activities.

All baseball/softball activities will be conducted exclusively within confines of field fence unless policy of insurance specifically states (or an official letter from insurance carrier states) that such activity is covered under the provisions of the policy of insurance.

9.04 Indemnification.

THE LICENSEE AGRESS TO INDEMNIFY FULLY AND TO SAVE WHOLE AND HARMLESS THE CITY OF PASADENA FROM ALL COSTS, EXPENSES, DAMAGES OR LOSSES, INCLUDING ALL COSTS OF LITIGATION, ARISING OUT OF ANY REAL OR ASSERTED CAUSES OF ACTION, AND FROM ALL COSTS OR LOSSES FOR WRONG, OR INJURY, OR DAMAGES WHICH MAY BE OCCASIONED BY SAID LICENSEE, ITS AGENTS, EMPLOYEES, LEAGUE MEMBERS, INVITEES OR GUESTS ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT AND USE OF THE BALL FIELDS, ADJACENT FACILITIES OR PROPERTY, AND INCLUDING WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY OF PASADENA AND ANY OTHER PERSON OR ENTITY. LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF PASADENA, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COST, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT AND LICENSEE'S USE OF THE BALL FIELDS FOR BASEBALL AND/OR SOFTBALL ACTIVITIES, TOURNAMENTS, CONCESSIONS, ETC., WHERE SUCH INJURIES, DEATH OR DAMAGE ARE CAUSED BY THE JOINT NEGLIGENCE OF:

- (1) THE LICENSEE OR ANY OF ITS AGENTS, EMPLOYEES, LEAGUE MEMBERS, INVITEES OR GUESTS; AND**
- (2) THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEEES.**

IT IS THE EXPRESSED INTENTION OF BOTH THE CITY OF PASADENA AND THE LICENSEE THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES WHERE SUCH NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, LOSS, DEATH OR DAMAGE. FURTHERMORE, IT IS THE EXPRESSED INTENTION OF BOTH THE CITY OF PASADENA AND THE LICENSEE THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF THE

LICENSEE OR ANY OF ITS AGENTS, EMPLOYEES, LEAGUE MEMBERS, INVITEES OR GUESTS.

9.05 Tax Exemption

Licensee shall provide a copy of its Texas Sales Tax Exemption Certificate (form 501C3) to Parks & Recreation Department at the same time as submitting proof of liability insurance as stated above.

ARTICLE X. SIGNS/ FLAGS

10.01 Specifications

(a) Sign materials are limited to the following:

Vinyl – No sign shall be larger than 4' x 8'

Brackets - galvanized, sturdy, non-rusting material

(b) Mounting. All signs must be mounted in a uniform and level manner; sign spacing must be uniform and signs must be approved by Director prior to installation.

Note: WIRE CANNOT BE USED FOR FASTENING.

(c) Advertising Limitations. The following type of advertising is strictly prohibited: Alcoholic Beverage; Religious Materials; Political Materials; Cigarette and Tobacco.

10.02 Licensee's Responsibilities

Licensee shall mount, repair and remove all signs. All signs are subject to inspection and approval by Director before installation. A sign which does not conform to specifications set forth herein above shall be removed by Licensee immediately. Such sign shall not be erected again until such time that it conforms to required specifications. In the event sign is damaged, Licensee shall remove it immediately and repair so that it conforms to specifications. If fence is damaged by Licensee's act of mounting or removing a sign, Licensee shall repair fence at its sole cost and expense. Failure to repair fence within the time specified by Director shall entitle city to make repairs at and charge Licensee the cost of repairs plus ten (10%) per cent. Licensee agrees to pay total cost upon demand of Director.

10.03 Erection and Removal of Signs

Licensee may not erect a sign until two (2) weeks prior to beginning of regular league play. Signs must be removed no later than one (1) week after final game of season, including playoffs.

10.04 The City reserves the right to remove any sign that does not comply with specifications listed herein.

10.05 Only the flags of the United States and the State of Texas may be displayed, and the Licensee shall adhere to all United States Flag Code provisions.

10.06 Decorations such as streamers, banners, and pennants may be displayed only during gameplay and must be removed promptly and disposed of properly afterward.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01 Assignment and Sublicense

Licensee shall not, without prior written approval of City, assign this License or sublicense Facility or any

part thereof. No assignment or sublicense shall relieve Licensee of any of its obligations to City stated in or arising from this License; termination of Licensee's rights hereunder shall terminate all such sublicenses.

This License and the rights granted to Licensee hereunder are personal to Licensee and subject to the provisions hereof. Any assignment without express written consent of City or any assignment or transfer by operation of law shall entitle City to terminate this License, enter upon and take possession of Facility.

11.02 Modification

No officer or employee of City shall have the right to extend, modify or change the terms hereof except by authority of an Ordinance of City Council.

11.03 Failure to Exercise Rights

Failure by City to exercise any of its rights arising hereunder by reason of any default or act of Licensee shall not be deemed a waiver of any subsequent act or default, similar or dissimilar by Licensee, its successors or assigns.

11.04 Termination

Upon termination of License, whether by completion of term hereof or pursuant to any provision herein for its earlier termination, Licensee agrees to surrender Facility to City in good condition or as improved by Licensee, save and except such normal wear and tear thereof as could not have been prevented by reasonable, proper and usual repair and maintenance. Further, upon any such termination or during the term of this License, Licensee shall have the right to remove any personal property which it may have at Facility, including without limitation machinery and all other equipment and parts. Licensee may remove machinery and other like property which it may have affixed to Facility, except permanent additions, modifications, repairs to existing Facility and permanent improvements and structures, provided removal thereof does not impair, limit or destroy utility of Facility or the purpose for which it was constructed or improved, and provided Licensee repairs all damage that might be occasioned by such removal and restores Facility to condition above stated.

11.05 Notices

Unless otherwise specified, all notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third working day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided here below or at such other address as receiving party may have prescribed by written notice to sending party.

CITY

LICENSEE

Director, Parks & Recreation Dept.
City of Pasadena
3111 San Augustine
Pasadena, Texas 77503

Other than when an emergency arises, all requests to the Recreation Department for repairs or maintenance at ballfield complexes shall be by e-mail sent to the Athletics Manager at djohnson@pasadenatx.gov with copies sent to the Superintendent of Recreation at trodriguez@pasadenatx.gov and the Director of Parks and Recreation at jross@pasadenatx.gov at least three (3) days prior to date needed. No exceptions. All follow up correspondence shall be done in the same manner.

11.06 Applicable Law

Licensee covenants and agrees it will fully comply with all laws, ordinances, rules and regulations of City, the State of Texas and the United States, applicable to, related to or touching upon Licensee's activities at Facility and expressly agrees that its use of and activities at Facility shall be subject to all such rules and regulations, including in particular but without limitation thereto, those policies and regulations of the City's Parks and Recreation Department, copies of which were provided to Licensee and can be found at the City's website address: <https://www.pasadenatx.gov/273/Access> .

11.07 Entire Agreement

This License contains the entire agreement of the parties relating to the subject matter hereof and is the full and final expression of agreement between the parties.

11.08 Severability

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or Licensee in its respective rights and obligations contained in the valid covenants, conditions and provisions remaining.

11.09 Remedies Cumulative

All remedies provided in this License shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to City or Licensee, at law or in equity, and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent exercise of any other remedy.

11.10 Place of Performance

This license shall be performable and enforceable in Harris County, Texas and shall be construed in accordance with the laws of the State of Texas.

11.11 Benefits

This license is made for the sole and exclusive benefit of City and the Licensee and their successors and assigns and is not made for the benefit of any other party. This license shall be performable, enforceable and exclusive venue shall be in Harris County, Texas and shall be construed in accordance with the laws of the State of Texas.

11.12 Ambiguities

In event of any ambiguity in any of the terms of this License, it shall not be construed for or against any party hereto on the basis that such party did or did not author same.

11.13 Successors and Assigns

All covenants, stipulations and agreements in this License shall extend to and bind each party hereof, their legal representatives, successors and assigns.

11.14 Captions

The captions of the articles and sections are inserted for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

CITY OF PASADENA

LICENSEE

By: _____
Mayor
City of Pasadena, Texas

By: _____

Name: _____

Title: _____

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed by City:

Date Signed by Licensee:

_____ 20 _____

_____ 20 _____

AGENDA REQUEST

ORDINANCE RESOLUTION

2M NO: 2026-

CAPTION:

Lease agreement with Pitney Bowes for mailing equipment.

RECOMMENDATIONS & JUSTIFICATION:

The City's Mailroom processes all the outgoing mail for City Departments using Pitney Bowes equipment that was placed in service in 2022. This equipment is coming to the end of its 4-year lease and has been decertified by the United States Postal Service. The new mailing equipment will be IMI (Intelligent Mail Indicia) compliant and aligned with USPS regulations.

This purchase will be made using the BuyBoard purchasing cooperative contract #755-24, which has been competitively bid and awarded according to Texas State statutes.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

Council Districts Affected:

REQUIRES APPROPRIATION:

See attached Certification

COUNCIL ACTION

<p><u>Karen Wallace</u> DATE: <u>1/20/2026</u> REQUESTING PARTY (TYPED)</p>	<p>FIRST READING:</p>	<p>FINAL READING:</p>
<p>BUDGET DEPARTMENT</p>	<p>MOTION</p>	<p>MOTION</p>
<p><u>Karen Wallace</u> PURCHASING DEPARTMENT</p>	<p>SECOND</p>	<p>SECOND</p>
<p>APPROVED:</p>	<p>DATE</p>	<p>DATE</p>
<p><u>Car Brown</u> CITY ATTORNEY</p>	<p>DATE</p>	<p>DATE</p>
<p><u>Thomas Schocken</u> MAYOR</p>	<p>DEFERRED: _____</p>	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: 1/20/2026

AMOUNT: \$11,481.30 (rest of FY26)

DEPARTMENT NO: 20500

ACCOUNT NO. 7101

TASK NO.

CIP NO.

PROJECT DESCRIPTION: Leasing of postal mailing equipment for City Mailroom.

Annually through April 2030 - \$22,962.60

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


Lindsay Koskiniemi
City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing a lease contract for mailing equipment with Pitney Bowes, Inc., using the BuyBoard Purchasing Cooperative Contract #755-24 in the amount of Twenty-Two Thousand Nine Hundred Sixty-two Dollars and 60/100 (\$22,962.60) annually.

WHEREAS, The City's Mailroom processes all outgoing mail for City Departments using Pitney Bowes equipment that was placed in service in 2022;

WHEREAS, this equipment is coming to the end of its four year lease and has been decertified by the United States Postal Service (USPS); and

WHEREAS, the new mailing equipment will be Intelligent Mail Indicia (IMI) compliant and aligned with USPS regulations; NOW, THEREFORE,

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

SECTION 1. That the City Council of the City of Pasadena, Texas hereby authorizes and approves a lease contract for mailing equipment with Pitney Bowes, Inc. using the BuyBoard contract #755-24 in the amount of Eleven Thousand Four Hundred Eighty-one Dollars and 30/100 (\$11,481.30) as shown on the attached Exhibit "A".

SECTION 2. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute and the City Secretary to attest for and on behalf of the City any and all documents necessary to effectuate the purchase authorized by this ordinance.

SECTION 3. That there is hereby appropriated out of Account No. 20500-7101 the amount of Eleven Thousand Four Hundred Eighty-one Dollars and 30/100 (\$11,481.30) for this purpose; and the Mayor and the City Controller are hereby authorized to draw warrant, check or voucher in said amount or so much thereof as may be necessary to pay and discharge the legal obligation of the City of Pasadena, Texas chargeable thereto.

SECTION 4. That pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties.

SECTION 5. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ORDINANCE NO. _____
C O N T R A C T

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into this ____ day of _____, A. D., 2026, by and between the City of Pasadena, Texas, a municipal corporation situated in Harris County, Texas (the "City"), and Pitney Bowes, Inc. of Connecticut (the "Contractor"). In consideration of the covenants and agreements hereinafter contained the parties do hereby agree as follows:

I.

Pitney Bowes, Inc. will supply and deliver mailing equipment, as described in the attached Exhibit "1".

II.

The parties agree that the terms of the contract between Pitney Bowes, Inc. and the Texas Local Government Purchasing Cooperative (BuyBoard Contract #755-24), will be applicable to this Contract, a copy of which is incorporated herein for all purposes and attached hereto as Exhibit "2".

III.

The City will pay the amount of Twenty-Two Thousand Nine Hundred Sixty-two Dollars and 60/100 (\$22,962.60) annually to

EXHIBIT "A"

Pitney Bowes, Inc. for the lease contract for mailing equipment as described at Exhibit "1".

IV.

That Contractor agrees to perform according to all of the terms and provisions of the BuyBoard Contract #755-24 attached hereto as Exhibit "2" and the same are applicable to this contract with City.

V.

The continuance of this contract is subject to and dependent upon appropriation of the necessary funds by the City Council and City reserves the continuing right to terminate at the end of each fiscal year.

VI.

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

In Witness Whereof, the City has caused this contract to be signed in its behalf by the Mayor, and Contractor has executed this contract the day and year first above written.

THE CITY OF PASADENA, TEXAS

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026 by THOMAS SCHOENBEIN as MAYOR of the City of Pasadena, Texas.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Name: _____

My Commission expires:

ATTEST:

PITNEY BOWES, INC.

SECRETARY

PRESIDENT

THE STATE OF CONNECTICUT §

COUNTY OF FAIRFIELD §

This instrument was acknowledged before me on the ____ day
of _____, 2026 by _____, the
_____ of PITNEY BOWES, INC., a
_____ corporation, on behalf of said corporation.

NOTARY PUBLIC AND FOR
THE STATE OF CONNECTICUT

Name: _____

My Commission expires:

1	APKG	SendPro 360 Shipping Feature
1	APSJ	270 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV97500	Wireless Client Kit
1	HVBD	MailCenter 3000
1	HVPS	MailCenter Power Stacker
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1D	Meter Equipment - High
1	MT7W	Scale, W&M, Global - 70lb / 30kg
1	MW90147	Wireless Keyboard
1	MW90650	Tape Moistener Asmbly - 3000 Mono
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM3	SoftGuard - 3000
1	SPY8	Laser Printer
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 1,913.55	\$ 5,740.65

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the State and Local Fair Market Value Lease Terms between City of Pasadena and Pitney Bowes Global Financial Services LLC ("PBGFS") dated December 30, 2025, which are incorporated by reference. This lease will be binding on us after we completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #755-24 _____
State/Entity's Contract# _____

Lessee Signature _____
Print Name _____
Title _____
Date _____
Email Address _____

Pitney Bowes Signature _____
Print Name _____
Title _____
Date _____

Sales Information

Cassandra Studd _____ cassandra.studd@pb.com _____
Account Rep Name _____ Email Address _____ PBGFS Acceptance _____

STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Thank you for choosing Pitney Bowes products and services. These terms and the executed order (the "Order") make up your agreement with Pitney Bowes (this "Agreement").

The below terms and conditions will apply to the State and Local Fair Market Value Lease between the City of Pasadena with office at 1149 Ellsworth Dr 4th floor, Pasadena, TX 77506-4858 and PBGFS, located in the United States and entered into pursuant to this Agreement.

"PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "PBGFS" means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. "We", "our" or "us" refers to the Pitney Bowes companies with whom you've entered into the Order. "You" or "your" refers to the entity identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series, a SendPro® MailCenter, or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting, audit and withdrawal; repair or replacement of the PSD as described in Section 28; and the Soft-Guard Program outlined in Section 30. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 1 through 9.

This Agreement includes: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement ("SLA"); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment and Provider of Leasing Services; Lease Commencement Date

- a) If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the "Lease Term"). **You may not cancel this Lease for any reason, except as expressly set forth in Sections 8 or 9 below, and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.
- b) **Lease Commencement Date**
 - (i) **New Leases.** If none of the Equipment on your Order includes installation, the Lease Term begins on the date the Equipment is shipped. If your Order includes installation of any Equipment (the "Install Equipment") then your Lease Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed.
 - (ii) **Trade Up leases.** If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date.
 - (iii) **Install Equipment Delays.** Notwithstanding (a) and (b), if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install

Equipment has shipped (the "Install Period") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Lease Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "Periodic Payment"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license fees and other charges. Any Meter Services fees, SLA fees, software maintenance fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless prohibited by law. Either party may choose to cancel the automatic extensions at any time by giving the other party 30 days' written notice. For notice to us, you must create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery of the Equipment until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance").

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html. The PitneyShip® Cube has its own unique warranty that you can see at pitneybowes.com/us/pitneyshipcube-service-terms.html.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 20 through 25 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the

equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, loss or fluctuation of internet and/or network connectivity, fire, flood or other natural causes, and other external forces beyond our control, servicing or alteration of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons, batteries and similar items ("**Consumable Supplies**").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

EXCEPT FOR ALL AMOUNTS DUE AND PAYABLE BY YOU UNDER THIS AGREEMENT, A PARTY'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF EITHER PARTY'S SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

(a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
- (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
- (vi) charge you a late charge, as allowed by law, for each month that your payment is late;
- (vii) charge you a check return fee for payments made by you with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) (Intentionally omitted)

(c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

If permitted by law, you agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to your transaction with us based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each location where Equipment and/or a Meter is located.

14. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

We have the right to recover the Equipment if you haven't paid for it. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Reserved

18. Delivery

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

19. Miscellaneous

(a) We will use your information in accordance with our [Privacy Statement](#).

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) Neither party may assign this Agreement without the other party's prior written consent. Any assignment without such consent is void. We may freely assign this Agreement to a Permitted Assignee. We may freely assign, or transfer all or part of this lease or the Equipment to a Permitted Assignee without your consent and without notice to you. A Permitted Assignee is defined as any subsidiary, wholly owned, directly or indirectly by PBI that has a net worth of \$50 million or greater. Both parties agree and acknowledge that any assignment by us will not materially change either party's obligations

(e) Payments aren't subject to setoff or reduction.

(f) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THE APPLICABLE STATUTORY PERIOD AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(i) You agree that we may deliver any invoice, notice and other communication to you under this Agreement electronically, either by email to the email address that we have on file for you or via Your Account. We may call you at any number you give to us.

(j) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

(k) Each party agrees to keep all confidential information received from the other party confidential and only use it in connection with this Agreement. Each party will also keep confidential the terms of this Agreement.

SERVICE LEVEL AGREEMENT

20. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any D12000™ inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

21. Service Level Options

(a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 22) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear that results in impairment of functionality. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

"Normal Working Hours" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until the shipping carrier receives it.

- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the **"Response Time Commitment"**). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

22. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease, then for the term of that agreement (as applicable, the **"Initial Service Term"**). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) THE LEASE EXPIRES OR IS TERMINATED, OR C) THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the **"Termination Notice"**) at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 27 Waterview Drive, Shelton CT 06468 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

23. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the **"Overage"**). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume

and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

24. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 22 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

25. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

26. Equipment Rental and Meter Services

(a) If your order includes a Meter, we will invoice you the Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, unless prohibited by law, Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' prior written notice, to the address in Section 22 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the Meter Services, you agree to return the Meters covered by the Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

27. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. You will receive a set of more specific provisions for the Reserve Account during the application process. We may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees. Your Reserve Account will be charged for the amount of postage, products and services acquired and the related fees. Unless prohibited by law, you agree to pay the fees of which the Bank has given you notice, including: (i) account service fees; (ii) inactivity fees; and (iii) fees attributable to the return of any checks or for failure of any direct debit transactions.

28. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

29. Terms of Use of Meter; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to imprisonment, fines, civil and criminal penalties, and assessments applicable to fraud and/or false claims against the United States (See 18 U.S.C. § 1001) (31 U.S.C. § 3729 and 31 U.S.C. § 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to timely comply with this notification provision may result in the denial of a refund for any funds remaining on the Meter at the time of loss or theft. You understand that it is your obligation to comply with the rules and regulations of the USPS, including the Domestic Mail Manual, and that these may be updated from time to time by the USPS.
- (b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.
- (c) HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 73459), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.
- (d) USPS Privacy Act Statement. Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

30. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We will update your rates if the USPS changes the discounted rates they provide to us. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

31. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

32. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

33. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing a Meter or Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Meter or Meter Services, you may transfer funds to the USPS through a Lockbox Bank to prepay for postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) You can make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case, including via Automated Clearing House Transfers.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided pursuant to the rules and regulations governing deposit of funds for postage.

(f) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

(g) You acknowledge that you are subject to all applicable rules, regulations, and orders of the USPS, as they may be revised, and they shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

34. Purchase Power Program

(a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "Program"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program during the application process.

(b) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

(c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

(d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and a margin of up to 19.75% (this sum is herein called the "Floating Rate"). For example, using the Prime Rate in effect as of December 1, 2024 of 7.75% and using a margin of 19.75%, the Floating Rate is 27.5%. In this example, because the Floating Rate is greater than 22%, the Annual Percentage Rate will be up to 27.5% with a corresponding daily rate of 0.07534%. (iii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The

Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

35. Software, Subscriptions and APIs

If you are acquiring any of our On-Premise Software, On-Demand Subscription Services, Shipping 360™ API Subscription Services, or Third Party Software, additional terms apply which are available by clicking on the applicable hyperlink located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

36. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

37. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are incorporated by reference.

38. Lockers

Notwithstanding anything else to the contrary in this Agreement, these terms apply if you are acquiring lockers.

- (a) General: Your Order may include on-demand subscription services and a statement of work. You must keep the lockers insured against Loss for their full replacement value under a comprehensive policy of Insurance. You bear the entire risk of loss, theft, damage or destruction to the lockers from the date of shipment by us.
- (b) Usage Guidelines: We are not responsible for the contents of the lockers, including any contamination, leakage or other issues arising from the contents, or for proper delivery of or proper handling of those contents. You must comply with this Agreement, our published documentation and all applicable laws, regulations, and guidelines related to the handling and storage of such contents, including high-risk contents (collectively, "**Authorized Use**"). High-risk contents include items that pose a significant risk to health, safety, or the environment, such as blood and contaminated soil samples.
- (c) Your Responsibility: You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. You must notify us if any lockers are being (or have been) used to handle or store high-risk contents prior to any on-

site service. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are responsible for ensuring that high-risk contents are properly stored and handled within the lockers. The service technician may decline to perform any on-site service if there are any high-risk contents that are not properly stored or any unsafe conditions.

- (d) **Indemnification:** You agree to indemnify, defend and hold us harmless from any third-party claims, damages, or expenses arising from any contents, including but not limited to those related to the handling of high-risk contents and from any non-Authorized Use of the lockers ("**Your Claims**"). Except for Your Claims, we agree to indemnify, defend and hold you harmless from any third-party claims, damages, or expenses arising from the Authorized Use of the lockers.

39. **AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

40. **DM Infinity**

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

41. **PitneyShip® Cube**

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at pitneybowes.com/us/pitneyshipcube-service-terms.html and are incorporated by reference.

42. **ParcelPoint™ Self-Service Sending Kiosk**

- (a) If you are acquiring a ParcelPoint™ Self-Service Sending Kiosk (the "**Kiosk**"), your Order may include on-demand subscription services. We are not responsible for the contents of the Kiosk and related storage units. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the Kiosk, and for the safety and security of the individuals using the Kiosk. You will use reasonable efforts to ensure that only authorized users associated with your organization may use the Kiosk. **WE ARE NOT LIABLE FOR A USER'S NEGLIGENT USE OF THE KIOSK.** The respective carrier carrying each package is responsible for the shipping of packages processed through the Kiosk; we are not responsible. You will provide any assistance reasonably required by us to perform the services, including timely review of plans, delivery schedules for the services, and reasonable access to your sites for services performed onsite. You will collaborate with us to facilitate development and implementation of the user interface, including terms and conditions. You must keep the Kiosk insured against Loss for its full replacement value under a comprehensive policy of Insurance.
- (b) You bear the entire risk of loss, theft, damage or destruction to the Kiosk from the date of shipment by us.
- (c) Notwithstanding anything to the contrary in this Agreement, if you return the Kiosk to us for any reason, then you will (i) use Pitney Bowes authorized service technicians to de-install the Kiosk from your location, and (ii) furnish the Kiosk to a service carrier specified by us to pick up and ship it to us, in each case at your expense.

AGREED TO AND ACCEPTED:

City of Pasadena

By: _____

Name: _____

Title: _____

Date: _____

Pitney Bowes Global Financial Services LLC

By: _____

Name: Salvatore Polletta

Title: VP Risk Assurance & Operational
Governance

Date: _____



P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 12, 2025

Sent via email to: tracey.keyes@pb.com

Tracey Keyes
Pitney Bowes Inc
3001 Summer Street
Stamford CT 6926

Re: Office Supplies and Equipment
BuyBoard Contract 755-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Office Supplies and Equipment, Contract 755-24 effective December 1, 2024 through November 30, 2025, with two possible one-year renewals At this time the BuyBoard is renewing your contract through November 30, 2026.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

Electronic Delivery

Francie Coffey
Pitney Bowes
3001 Summer Street
Stamford, CT 06926

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 755-24, Office Supplies and Equipment*

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024 through November 30, 2025 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 755-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



Electronic Delivery

Francie Coffey
Pitney Bowes
3001 Summer Street
Stamford, CT 06926

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 755-24, Office Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024 through November 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 755-24 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01 2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com



PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Office Supplies and Equipment	Proposal Due Date/Opening Date and Time July 11, 2024, at 4:00 PM
Proposal Invitation Number 755-24	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2024, through November 30, 2025, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date October 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Pitney Bowes Inc.
Name of Proposing Company

7/9/2024
Date

3001 Summer Street
Street Address

Bill Walter Digitally signed by Bill Walter
Date: 2024.07.09 09:59:47
-0700

Signature of Authorized Company Official

Stamford, CT 06926
City, State, Zip

Bill Walter
Printed Name of Authorized Company Official

480-206-2984
Telephone Number of Authorized Company Official

Vice President Government & GPO's
Position or Title of Authorized Company Official

None
Fax Number of Authorized Company Official

06-0495050
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.*

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: BW

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
 My company is not owned or operated by anyone who has been convicted of a felony.
 My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: BW



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Pitney Bowes Inc.</u>	<u>3001 Summer Street</u>	
Company Name	Address	
<u>Stamford</u>	<u>CT</u>	<u>06926</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes
- No

Initial: BW

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: BW



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business** **Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** BW



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: BW



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

BuyBoard accepted deviations.

No; Deviations

Melonie Perry, Contract Admin.

Yes; Deviations

List and fully explain any deviations you are submitting:

Please see attached Deviations Form.

Initial: BW

July 02, 2024

Subject: Proposal Invitation #755-24 – Deviations (Form 1)

The following sets forth our general positions regarding the subject matters noted. We have indicated the sections of the Proposal Invitation that are impacted by such position. We are happy to discuss these matters further and if necessary, prior to award of the bid, to negotiate mutually agreeable provisions.

General Information document

Page 8, “Service Fee” - Pitney Bowes can only agree to the payment of two (2) percent of the net dollar value of the equipment ordered excluding any amounts related to the meter rental and maintenance. Also applies to the National Purchasing Cooperative Vendor Award Agreement, Page 31, Item 5.

Federal and State Purchasing Cooperative Experience Proposer’s Agreement and Signature

Page 27, Section 2 - Pitney Bowes can only agree to the most favored price clause if there is another cooperative agreement offering identical products, services, terms, and conditions yielding the same revenue as this contract. This also applies to General Terms and Conditions, Section B, Proposal Requirements, Item 2, paragraph 5 (page 41), Item 12, subsection b(6) (page 46) & Section C, Proposal Evaluation, Item 2, Best Value Criteria, paragraph 3 (page 48).

General Terms and Conditions; Section B – Proposal Requirements

Page 42, Section 3 Quality - Postage meters may not be new; however, by Postal Regulation, Pitney Bowes is responsible for ensuring they are in proper working order.

Page 43, Section 6. Samples

Due to the nature of the products offered by Pitney Bowes, we do not provide samples. This also covers Section E. Contract Performance, Item 7 of the Proposal (page 54).

General Terms and Conditions; Section D. Contract Award

Page 50, Item 3. Piggyback Contract and Other Entity Clause

Paragraph 1 – Termination due to non-appropriation is only available for state and local government entities due to their fiscal requirements. It is not available for nonprofits.

General Terms and Conditions; Section E. Contract Performance

Page 53, Item 5. Packaging, Transportation and Delivery

Pitney Bowes notes the following: 1) title to postage meters and/or equipment leased under an FMV lease shall not pass to the Cooperative Members; 2) title to postage meters leased under an LTOP/Term Rental lease shall not pass to the Cooperative Members; 3) delivery will be as mutually agreed upon (standard delivery time of mailroom equipment is typically 30 and 45 days on customized solutions); and 4) risk of loss passes upon physical delivery.

Page 60, Item 18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract, Paragraph 1 – Due to the commodity offered, a thirty (30) day cure period shall apply in the event of default.

General Terms and Conditions; Section F. Miscellaneous

Page 62, Item 1. Assignment

Paragraph 1 – Consent for assignment of any of vendor’s obligations under the Contract shall not be unreasonably withheld or denied.

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: BW



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Pitney Bowes Offer Letter

(Attach additional sheets if needed.)

Initial: BW



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: BW



EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree. **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, I agree. **NO**, I do not agree. **Initial:** BW

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree. **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

YES, I agree. **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and 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 USC 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, I agree. **NO**, I do not agree.

Initial: BW

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree. **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

YES, I agree. **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree. **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must 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 USC 1352. Each tier must 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree. **NO**, I do not agree.

Initial: BW

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, I agree. **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

YES, I agree. **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree. **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

YES, I agree. **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

YES, I agree. **NO**, I do not agree.

Initial: BW



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Pitney Bowes Inc.

Company Name

Bill Walter

Digitally signed by Bill Walter
Date: 2024.07.09 10:00:20 -0700

Signature of Authorized Company Official

Bill Walter, Vice President Government & GPO's

Printed Name and Title

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Pitney Bowes Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (v) one of the following:

Type of Business: Individual/Sole Proprietor Corporation Limited Liability Company Partnership
 Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 06-0495050

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and Invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 4,605,400.62. (The period of the 12-month period is 04/01/23 / 04/30/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Yes		Mailing equipment, supplies & maintenance
2. T-PASS (State of Texas)	Yes		Mailing equipment, supplies & maintenance
3. OMNIA Partners	No		
4. Sourcwell (NJPA)	Yes		Mailing equipment, supplies & maintenance
5. E&I Cooperative	Yes		Mailing equipment, supplies & maintenance
6. Houston-Galveston Area Council (HGAC)	No		
7. Choice Partners	No		
8. The Interlocal Purchasing System (TIPS)	No		
9. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 16% - 40%

Proposed Discount (%): 10% - 35%

Explanation: Our products vary in discount ranges



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

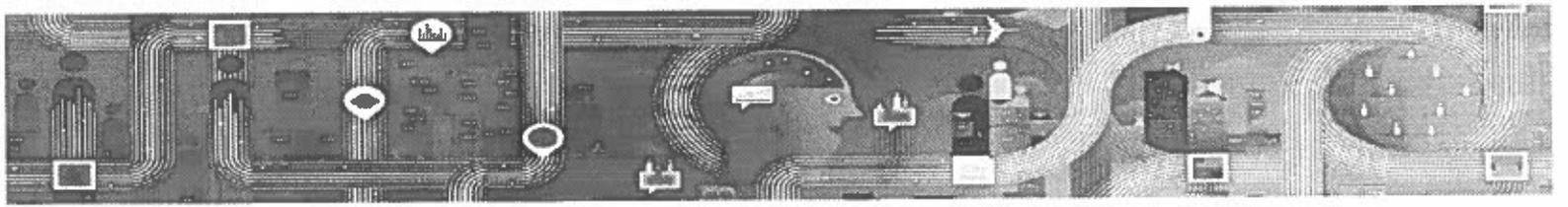
	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	GSA	N/A	N/A	N/A	Varies	Est \$32M
2.	NASPO	N/A	N/A	N/A	Varies	Est \$37M
3.	Sourcewell	N/A	N/A	N/A	Varies	Est \$13M
4.	E&I	N/A	N/A	N/A	Varies	Est \$2M
5.	State of Florida	N/A	N/A	N/A	Varies	Est \$3M

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** **NO** If YES, please explain:

Volume Discounts under unique circumstances.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



About Pitney Bowes

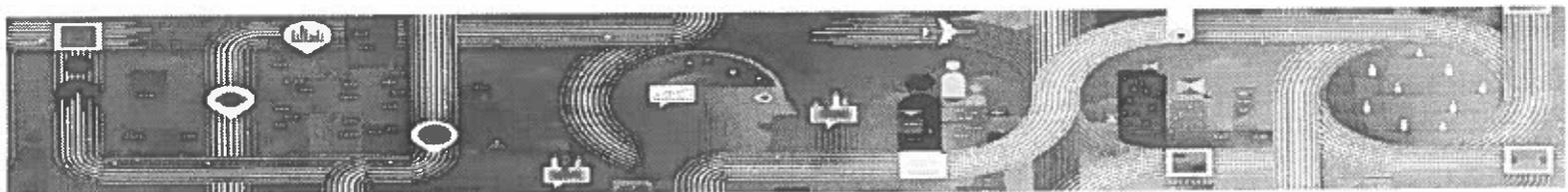
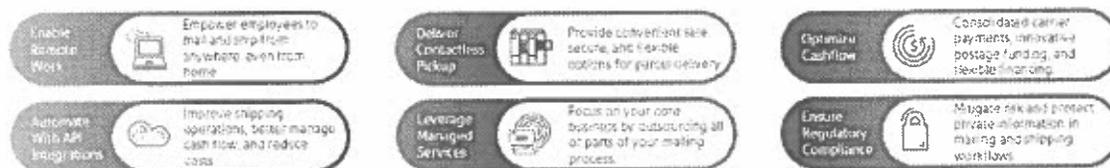
Pitney Bowes (NYSE:PBI) is a global shipping and mailing company that provides technology, logistics, and financial services. Small business, retail, enterprise, and government clients around the world rely on Pitney Bowes to reduce the complexity of sending mail and parcels.

Our approach is to understand customer challenges and craft sending technology solutions that are individually designed. For us, getting it right matters. With a steady focus on the future of sending, Pitney Bowes continues to innovate every day. From the first postage meters to today's software and services, we've crafted a range of sending technology solutions that remove complexity and drive meaningful impact for your business. From the simplest postage meter to the most complex enterprise-wide process management solution, we support entities of all makeups and sizes.



Customer Satisfaction Guarantee

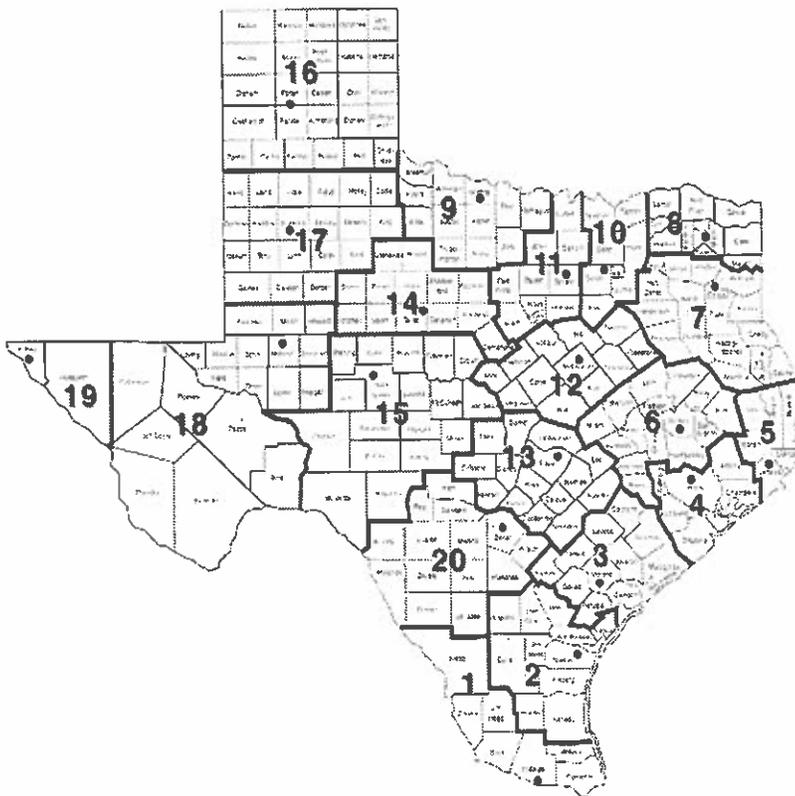
Pitney Bowes stands by its products and with every order, you are backed by the Customer Satisfaction Guarantee. For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product.



TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

Pitney Bowes Inc.
Company Name

Signature of Authorized Company Official

Bill Walter, Vice President Government & GPO's
Printed Name

- I will not service members of the Texas Cooperative.



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Pitney Bowes Inc.
Name of Vendor

Bill Walter
Signature of Authorized Company Official

Digitally signed by Bill Walter
Date: 2024.07.09 10:01:23 -0700

755-24
Proposal Invitation Number

Bill Walter, Vice President Government & GPO's
Printed Name of Authorized Company Official

7/9/2024
Date

AGENDA REQUEST

ORDINANCE RESOLUTION

2N NO: 2026-

CAPTION: An ordinance authorizing Education & Certification/License incentive pay for all civilian full-time employees. See Exhibit "A" for requirements.

Effective: 3/2/26

RECOMMENDATIONS & JUSTIFICATION: Offering education & certification incentive pay to full-time employees will encourage employees to continue to develop their skills and knowledge in ways that would directly benefit the City. As well as demonstrating that the City recognizes and rewards the extra effort they've invested in their professional growth. Additionally, offering incentive pay for higher education and certifications could help the City attract highly qualified candidates when recruiting for positions.

IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

	COUNCIL ACTION	
<p><i>Trena White</i> Trena White DATE: 1/14/26 REQUESTING PARTY (TYPED)</p>	FIRST READING:	FINAL READING:
<p><i>Shery Womade</i> BUDGET DEPARTMENT</p>	MOTION	MOTION
<p><i>Karen Wallace</i> PURCHASING DEPARTMENT</p>	SECOND	SECOND
<p>APPROVED:</p>		
<p><i>Car Bromley</i> CITY ATTORNEY</p>	DATE	DATE
<p><i>Thomas Schenck</i> MAYOR</p>	DEFERRED: _____	

CITY OF PASADENA
CERTIFICATION OF FUNDS

DATE: _____

AMOUNT: \$656,552.26

Transferring from 11800-741501	284,225.07	Total Agenda Request	
Into 11800-7023	222,600.00	11800-7023	447,600.00
Into 11800-7009	13,801.20	11800-7009	27,751.20
Into 11800-7011	3,227.70	11800-7011	6,490.20
Into 11800-7015	40,468.68	11800-7015	81,373.68
Into 11800-7019	4,127.49	11800-7019	8,299.49
Transferring from 20600-741501	27,069.05	20600-7023	46,200.00
Into 20600-7023	21,200.00	20600-7009	2,864.40
Into 20600-7009	1,314.40	20600-7011	669.90
Into 20600-7011	307.40	20600-7015	8,399.16
Into 20600-7015	3,854.16	20600-7019	856.65
Into 20600-7019	393.09	30900-7023	20,400.00
Transferring from 30900-741501	6,894.95	30900-7009	1,264.80
Into 30900-7023	5,400.00	30900-7011	295.80
Into 30900-7009	334.80	30900-7015	3,708.72
Into 30900-7011	78.30	30900-7019	378.26
Into 30900-7015	981.72		
Into 30900-7019	100.13	Total	656,552.26

PROJECT DESCRIPTION: This amount was included in the approved FY26 budget.

I certify to the City Council that the money required for the contract, agreement, obligation, or expenditure contemplated in the above and foregoing ordinance is in the Treasury of the City of Pasadena to the credit of the above fund from which it is proposed to be drawn, and such money is not appropriated for any other purpose.


 Lindsay Koskiniemi
 City Controller

ORDINANCE NO. 2026-_____

An Ordinance authorizing and approving Education & Certification/License incentive pay for all civilian full-time employees effective March 2, 2026. See Exhibit "A" for requirements.

WHEREAS, offering education & certification incentive pay to full-time employees will encourage employees to continue to develop their skills and knowledge related to their position in ways that would directly benefit the City as well as demonstrating that the City recognizes and rewards the extra effort they have invested in their professional growth; and

WHEREAS, additionally, offering incentive pay for higher education and certifications could help the City attract highly qualified candidates when recruiting for positions; and

WHEREAS, the City Controller by the attached certificate of funds has certified to the City Council that money required for this expenditure is in the City treasury and is budgeted or will be appropriated after approval of this Ordinance for this purpose;
NOW, THEREFORE,

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

SECTION 1. That the City Council hereby finds and adopts the preamble to this Ordinance.

SECTION 2. That the City Council hereby authorizes Education & Certification/License incentive pay for all civilian full-time

employees effective March 2, 2026, as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Mayor, the City Controller, the heads of City Departments and all other concerned officers and employees are hereby authorized to initiate and carry out the necessary administrative procedures to give effect to the foregoing provisions of this ordinance.

SECTION 4. That all ordinances in force when this Ordinance becomes effective which are inconsistent herewith or in conflict with this Ordinance are hereby expressly repealed insofar as said ordinances are inconsistent with or are in conflict with this Ordinance.

SECTION 5. That all rights and remedies which have accrued in favor of the City by reason of prior ordinances establishing pay rates and amendments thereto shall be and are preserved for the benefit of the City.

SECTION 6. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed,

considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of
Pasadena, Texas in regular meeting in the City Hall this the
____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the
City of Pasadena, Texas in regular meeting in the City Hall
this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

Education and Certification/License Incentive Pay Policy

Purpose

The City of Pasadena values professional development as an investment in both its employees and the overall success of City operations. This policy establishes the criteria under which employees may receive additional compensation for obtaining higher education or professional certifications/licenses that enhance their role and benefit the City.

Educational Incentive Pay

Employees may be eligible for incentive pay if they possess or obtain an Associate, Bachelor's, or Master's degree from an accredited college or university.

Police Officers subject to Texas Local Government Code 143 refer to Ordinance 24-224

Certification/License Incentive Pay

Employees may be eligible for incentive pay if they obtain a professional certification or license that:

- Requires a formal testing process and passing grade.
- Is issued by an approved certifying organization.
- Relates directly to the employee's work responsibilities.

Police Service Officers refer to Ordinance 24-223

Eligibility Criteria

To qualify for incentive pay, the following conditions must be met:

- Employee must be a full-time employee who has completed their probationary period.
- Degrees must be issued by an **accredited institution** recognized by the U.S. Department of Education and verifiable through the Database of Accredited Postsecondary Institutions and Programs.
- Certifications/licenses must meet **Local, State, or Federal regulatory requirements**.
- Certifications/licenses must be **current and valid**.
- Certifications must require ongoing **continuing education and/or recertification** for maintenance.

Employee Responsibilities

Employees seeking incentive pay are responsible for:

- Submitting an application with appropriate documentation, including official sealed transcripts (for education) or a copy of the certification/license to HR. Documentation will be verified. Applications with unverifiable documentation will not be considered.
- Notifying HR and Payroll upon obtaining a new degree, certification/license, and providing required documentation.
- Immediately reporting to HR and Payroll if a certification/license expires.

Knowingly accepting incentive pay for an expired or inapplicable certification/license may result in disciplinary action, up to and including termination.

Exclusions and Limitations

- Employees will be compensated **only for the highest-level degree and/or certification/license earned.**
- Employees will not receive incentive pay for multiple degrees at the same level (e.g., two bachelor's degrees). Only one degree will qualify.
- Incentive pay is limited to **one degree and one certification/license, if applicable.**
- Certificates of completion issued for general training courses (e.g., First Aid, CPR, AED, Reasonable Suspicion, NIMS, etc.) are excluded from eligibility for incentive pay.
- Employees receiving a CDL stipend for their CDL license are not eligible for certification/license incentive pay.

Payment

Only one degree or one certification/license will be eligible for compensation, in accordance with the established rate. Incentive pay will be effective the following pay period, after your application is approved and processed. Incentive pay will be paid bi-weekly and will not be retroactive or prorated.

	<u>Monthly</u>	<u>Bi-Weekly</u>
Associate	\$100	\$46.15
Bachelor	\$200	\$92.31
Master	\$300	\$138.46
Certification/License	\$50	\$23.08

AGENDA REQUEST

ORDINANCE RESOLUTION

20 NO: 2026-

CAPTION: An ordinance to increase pay for Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, including Pasadena City Marshals and Pasadena Fire Marshals. The pay would increase per month to \$200 for Intermediate, \$300 for Advanced and \$400 for Master certification. The effective date for this increase would be 03/02/2026. Certification Pay for Pasadena Police Officers was previously authorized by Ordinance 2006-004.

RECOMMENDATIONS & JUSTIFICATION: The ordinance will increase compensation to Pasadena Police Officers, Pasadena City Marshals and Pasadena Fire Marshals who have obtained certification levels through TCOLE. This ordinance will also enhance training and retention of existing sworn personnel.

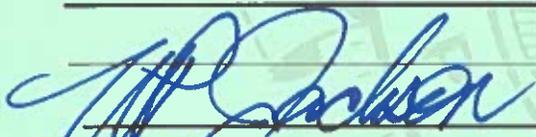
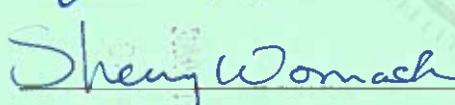
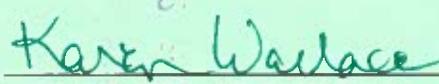
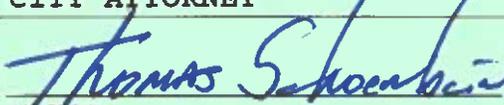
(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

	COUNCIL ACTION	
<div style="text-align: center;">  <hr/> M.P. Jackson, Chief of Police REQUESTING PARTY (TYPED) DATE: 01-14-2026 </div>	FIRST READING:	FINAL READING:
<div style="text-align: center;">  <hr/> BUDGET DEPARTMENT </div>	MOTION	MOTION
<div style="text-align: center;">  <hr/> PURCHASING DEPARTMENT </div>	SECOND	SECOND
<p>APPROVED:</p> <div style="text-align: center;">  <hr/> CITY ATTORNEY </div>	DATE	DATE
<div style="text-align: center;">  <hr/> MAYOR </div>	DEFERRED: _____	

ORDINANCE NO. 2026-_____

An Ordinance to increase pay for Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, including Pasadena City Marshals and Pasadena Fire Marshals. The pay would increase per month to \$200 for Intermediate, \$300 for Advanced and \$400 for Master certification. The effective date for this increase would be 03/02/2026. Certification Pay for Pasadena Police Officers and positions outside the classified service, such as Pasadena City Marshals, which are subject to TCOLE was previously authorized by Ordinance 2006-004.

WHEREAS, the ordinance will increase compensation to police officers, city marshals and fire marshals who have obtained certification levels through TCOLE; and

WHEREAS, this ordinance will also enhance training and retention of existing sworn personnel; and

WHEREAS, Chapter 143 of the State of Texas Local Government Code authorizes the City Council to establish education and certification incentive pay for advanced education and certification for classified police; and

WHEREAS, other positions exist outside the classified service, such as city marshal and fire marshal, which are subject to the Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers; and

WHEREAS, Ordinances 79-26 and 06-004 currently authorizes incentive pay for classified police position, and Ordinances 91-69 and 06-004 currently authorizes incentive pay for certain non-classified positions such as city marshal, which

are subject to TCOLE Proficiency Certification for sworn officers; and

WHEREAS, the City Council is of the opinion that certification will promote increased professionalism and will result in improved service to the public; NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That effective March 2, 2026, there is hereby authorized to be paid to those eligible members of the Police Department classified and appointed positions pursuant to section 143.044 of the State of Texas Local Government Code and individuals holding positions outside the classified service, such as Pasadena City Marshals and Pasadena Fire Marshals, which are subject to the Texas Commission on Law Enforcement (TCOLE) Proficiency Certification for sworn officers, Certification Pay in addition to their regular pay. Such Certification Pay shall be paid on the following basis and in the following amounts.

- a. Intermediate Peace Officer Certificate
Certification Pay would increase per month to \$200 for the successful completion of requirements resulting in attainment of an intermediate certification issued by the Texas Commission on Law Enforcement.
- b. Advanced Peace Officer Certificate
Certification Pay would increase per month to \$300 for successful completion of requirements resulting in the attainment of an advanced certification issued by the Texas Commission on Law Enforcement.

c. Master Peace Officer Certificate

Certification Pay would increase per month to \$400 for successful completion of requirements resulting in the attainment of a master certification issued by the Texas Commission on Law Enforcement.

SECTION 2. That the Mayor, the City Controller, the heads of City Departments and all other concerned officers and employees are hereby authorized to initiate and carry out the necessary administrative procedures to give effect to the foregoing provisions of this ordinance.

SECTION 3. That Certification Pay shall be made on the basis of the highest certificate awarded, but not for a combination of certifications.

SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED ON FIRST READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

PASSED ON SECOND AND FINAL READING by the City Council of the City of Pasadena, Texas in regular meeting in the City Hall this the ____ day of _____, A. D., 2026.

APPROVED this the ____ day of _____, A. D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



TEXAS COMMISSION ON LAW ENFORCEMENT

Intermediate Peace Officer Proficiency Certification Requirements Chart

Commission Rules 221.1 and 221.3

Requirements:

- An active license or appointment
- Must hold Basic Peace Officer Certification
- Completion of training hours and service time
- Completion of required courses

Training Hours and Service Time

An officer must have the following years of service with the required training hours to be eligible for the Intermediate Peace Officer Certification. If an officer has education and/or military service, it will count towards training hours required.

*The system will update once hours, years of service, and course requirements are met and posted to the PSR.

Years of Service	Total Training Hours Required	Education	<u>OR</u>	Military Service
8	400			
6	800			
4	1200			
2	2400			
4		Associate degree	<u>OR</u>	2 years
2		Bachelor's or higher	<u>OR</u>	4 years

Required Courses

The following courses must be completed from each category, or its equivalent, to qualify for the Intermediate Peace Officer Certification.

Course No. Child Abuse

2105	Child Abuse Prevention and Investigation
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Course No. Crime Scene Investigation

2106	Crime Scene Investigation	Course No. 40052	Equivalent TFSA Forensic Technician
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Course No. Use of Force

2107	Use of Force
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Course No. Arrest, Search and Seizure

2108	Arrest, Search and Seizure
------	----------------------------

Course No. Spanish

2109	Spanish for Law Enforcement	Course No. 2110	Equivalent Spanish for Law Enforcement D.E.
		2111	Spanish for L.E. - Test Out
		34001	Spanish for L.E. - On Patrol
		22109	Spanish for Telecommunicators

Course No.	Identity Theft	Course No.	Equivalent
3277	Identity Theft	1000643	BPOC (643)
		1000667	BPOC (667)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Asset Forfeiture	Course No.	Equivalent
3255	Asset Forfeiture	3257	Asset Forfeiture and Racial Profiling
		1000643	BPOC (643)
		1000667	BPOC (667)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Racial Profiling	Course No.	Equivalent
3256	Racial Profiling	3257	Asset Forfeiture and Racial Profiling
		1000643	BPOC (643)
		1000667	BPOC (667)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Human Trafficking	Course No.	Equivalent
3270	Human Trafficking	3271	Advanced Human Trafficking
		3268	SAFVIC Human Trafficking Investigator (2)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Crisis Intervention Training	Course No.	Equivalent
1850	Crisis Intervention Training (40 hr.)	1000667	BPOC (667)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Hearing Impaired Drivers	Course No.	Equivalent
7887	Interacting with Drivers Deaf/Hard of Hearing	1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	De-escalation Techniques	Course No.	Equivalent
1849	De-escalation Techniques	1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Missing and Exploited Children	Course No.	Equivalent
3275	Missing and Exploited Children	782096	DPS Interdiction for Protection of Children
		53268	Advanced Child Abuse Investigations
		53267	ACA Module 3 - Special Topics & Resources
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Child Safety Check Alert List	Course No.	Equivalent
4068	Child Safety Check Alert List	53268	Advanced Child Abuse Investigations
		53269	ACA Module 1 - Laws and Dynamics
		53270	ACA Module 2 - Interviewing & Interrogating Tech
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Canine Encounters	Course No.	Equivalent
4065	Canine Encounters	6048	Canine Handlers Training
		62040	Defensive Tactics - Canine Encounters
		62041	Texas Specific - Shoot Don't Shoot
		62042	Defensive Tactics - Canine Encounters - Train the Trainer
		9988	Canine Courses prior to 1.01.16. Reported as '0' hour
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Special Investigative Topics	Course No.	Equivalent
3232	Special Investigative Topics	3264	Special Investigative Certification
		3265	Special Investigator Train the Trainer
		3737	New Supervisor's Course
		786106	DPS Leadership Development Course
		3261	SAFVIC Module 1
		3262	SAFVIC Module 2
		3263	SAFVIC Module 3 *All three SAFVIC courses must be completed in 2-year unit

Course No.	Cultural Diversity	Course No.	Equivalent
3939	Cultural Diversity	39393	DPS Cultural Diversity - Online
		394	Cultural Diversity TCOLE - Online
		3737	New Supervisor's Course
		786106	DPS Leadership Development Course

**Note: The four courses listed below, completed before 12/31/2013, must be on PSR to count towards Special Investigative Topics.

- 3214 – Family Violence Web with Exercises
- 3224 – Child Abuse Web with Exercises
- 3244 – Sexual Assault Web with Exercises
- 3254 – Sex Offender Characteristics Web with Exercises



TEXAS COMMISSION ON LAW ENFORCEMENT

Advanced Peace Officer Proficiency Certification Requirements Chart Commission Rules 221.1 and 221.3

Requirements:

- An active license or appointment
- Must hold Basic and Intermediate Peace Officer Certification
- Completion of training hours and service time
- Completion of required courses

Training Hours and Service Time

An officer must have the following years of service with the required training hours to be eligible for the Advanced Peace Officer Certification. If an officer has education and/or military service, it will count towards training hours required.

*The system will update once hours, years of service, and course requirements are met and posted to the PSR.

Years of Service	Total Training Hours Required		<u>OR</u>	
		Education		Military Service
12	800			
9	1200			
6	2400			
6		Associate degree	OR	2 years
5		Bachelor's or higher	OR	4 years

Required Courses

The following courses must be completed from each category, or its equivalent, to qualify for the Advanced Peace Officer Certification.

Course No.	Human Trafficking	Course No.	Equivalent
3271	Advanced Human Trafficking	3268	SAFVIC Human Trafficking Investigator

Course No.	Crisis Intervention Training	Course No.	Equivalent
1850	Crisis Intervention Training (40 hr.)	1000667	BPOC (667)
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Missing and Exploited Children	Course No.	Equivalent
3275	Missing and Exploited Children	782096	DPS - Interdiction for Protection of Children
		53268	Advanced Child Abuse Investigations
		53267	ACA Module #3 Special Topics & Resources
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Child Safety Check Alert List	Course No.	Equivalent
4068	Child Safety Check Alert List	53268	Advanced Child Abuse Investigations
		53269	ACA Module 1 - Laws & Dynamics
		53270	ACA Module 2 - Interviewing & Interrogating Tech
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	Canine Encounter	Course No.	Equivalent
4065	Canine Encounters	6048	Canine Handlers Training
		62040	Defensive Tactics - Canine Encounters
		62041	Texas Specific - Shoot Don't Shoot
		62042	Defensive Tactics - Canine Encounters - Train the Trainer
		9988	Canine courses prior to 01/01/2016. *Reported as '0' hours
		1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)

Course No.	De-escalation Techniques	Course No.	Equivalent
1849	De-escalation Techniques	1000696	BPOC (696)
		1000720	BPOC (720)
		1000736	BPOC (736)
		10011	Academic Alternative Program (696)



TEXAS COMMISSION ON LAW ENFORCEMENT

Master Peace Officer Proficiency Certification Requirements Chart

Commission Rules 221.1 and 221.3

Requirements:

- An active license or appointment
- Must hold a Basic, Intermediate and Advanced Certification
- Completion of training hours and service time

*The system will update once hours and years of service are met and posted to the PSR.

Years of Service	Total Training Hours Required	Education	<u>OR</u>	Military Service
20	1200			
15	2400			
12	3300			
10	4000			
12		Associate Degree	OR	2 years
9		Bachelor's Degree	OR	4 years
7		Master's Degree	OR	5 years
5		Doctorate/JD	OR	8 years

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

ResoA NO: 2026-

CAPTION: An in kind donation of chicken fingers trays and fries from Raising Cane's Pasadena valued at \$500.00 to feed employees and staff for the City of Pasadena Athletics Division meeting.

RECOMMENDATIONS & JUSTIFICATION: Recommendation to accept this donation in connection with the Pasadena Parks and Recreation Department.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED: COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:
See attached Certification

COUNCIL ACTION

<u>Jason Ross</u> REQUESTING PARTY (Jason Ross)	DATE 01/06/2026	FIRST READING:	FINAL READING:
<u>BUDGET DEPARTMENT</u>		MOTION	MOTION
<u>PURCHASING DEPARTMENT</u>		SECOND	SECOND
APPROVED:			
<u>CHRIS BROWN</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Schenker</u> MAYOR		DEFERRED:	

RESOLUTION NO. 2026-_____

A Resolution accepting an in-kind donation of Chicken Fingers Trays and Fries valued at \$500.00 from Raising Cane's for use by the Parks and Recreation Department to feed employees and staff for the City of Pasadena Athletics Division meeting.

WHEREAS, Raising Cane's has made an in-kind donation of Chicken Fingers Trays and Fries valued at \$500.00 for use by the Parks and Recreation Department to feed employees and staff for the City of Pasadena Athletics Division meeting; NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That the City Council, on behalf of the citizens of the City of Pasadena, hereby expresses its appreciation to Raising Cane's and accepts in kind donation of Chicken Fingers Trays and Fries valued at \$500.00 for use by the Parks and Recreation Department to feed employees and staff for the City of Pasadena Athletics Division meeting.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further

confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,

A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

2-3-26
Agenda

AGENDA REQUEST

Res B

NO: 2026-

ORDINANCE RESOLUTION

CAPTION: A Resolution approving the financial report of investment activities, submitted by the City of Pasadena, for the fiscal quarter ended December 31, 2025.

RECOMMENDATIONS & JUSTIFICATION: Quarterly investment report is required to be approved by the City Council according to the Public Fund Investment Act.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

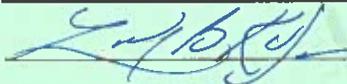
BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:

See attached Certification

COUNCIL ACTION


Lindsay Koskiniemi DATE: 1/13/26
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

BUDGET DEPARTMENT

MOTION

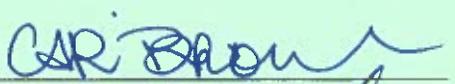
MOTION

PURCHASING DEPARTMENT

SECOND

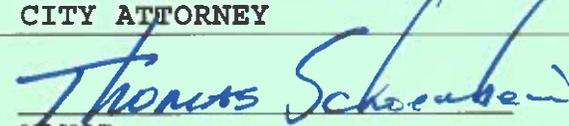
SECOND

APPROVED:


CITY ATTORNEY

DATE

DATE


MAYOR

DEFERRED: _____

RESOLUTION NO. 2026-_____

A Resolution approving the financial report of investment activities submitted by the City of Pasadena for the fiscal quarter ended December 31, 2025.

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

SECTION 1. That the City Council hereby approves the financial report of investment activities submitted by the City of Pasadena for the fiscal quarter ended December 31, 2025.

SECTION 2. That said quarterly report is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____, A.D.,
2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

City of Pasadena, Texas
Investment Portfolio Summary
As of December 31, 2025

Investment Type	Percent	Amount
Investment Pools	99.998%	\$ 489,117,345
Savings/Money Market	0.002%	10,062
Total MV - 12/31/2025	100.000%	\$ 489,127,407

City Funds	10/1/2025 MV	Additions	Distributions	12/31/2025 MV
General	\$ 155,631,440	\$ 44,048,319	\$ 62,106,855	\$ 137,572,904
Debt Service	4,251,146	42,852	-	4,293,998
Capital Projects	33,653,296	330,994	4,762,489	29,221,801
Special Revenue	33,362,584	1,116,712	2,906,170	31,573,126
Enterprise Operating	92,723,858	6,118,891	5,534,305	93,308,444
Enterprise Reserve for Debt Service	3,079,345	570,101	9,221	3,640,225
Enterprise Capital Improvement Projects	13,201,244	125,791	259,074	13,067,961
Internal Service	40,803,404	14,248,915	9,561,684	45,490,635
Total City Funds	376,706,317	66,602,575	85,139,798	358,169,094
City's Component Units				
Pasadena Economic Development Corporation	114,754,519	5,409,992	2,813,263	117,351,248
Pasadena Crime Control District	13,737,928	3,868,108	3,998,971	13,607,065
Total City's Component Units	128,492,447	9,278,100	6,812,234	130,958,313
Totals	\$ 505,198,764	\$ 75,880,675	\$ 91,952,032	\$ 489,127,407

The attached information comprises the quarterly investment report for the City of Pasadena, Texas for the quarter ended December 31, 2025. The report is presented in accordance with the Texas Government Code – Public Funds Investment Act, Section 2256.023. The undersigned acknowledge that the City’s Investment Portfolio has been and is in compliance with the stated policies and strategies as contained in the City’s Investment Policy as adopted by the City of Pasadena and also in compliance with the provisions of the Public Funds Investment Act, Government Code 2256.


 Lindsay Koskiniemi, City Controller


 Robert Chambers, Assistant City Controller

City of Pasadena, Texas
Detail of Funds and Component Units
October 1, 2025 to December 31, 2025

Security Name	Maturity	10/1/2025 Book Value	10/1/2025 Market Value	12/31/2025 Book Value	12/31/2025 Market Value
City Funds					
General Fund					
Texpool	Open	\$ 70,377,327	\$ 70,377,327	\$ 63,087,492	\$ 63,087,492
Logic	Open	686,259	686,259	693,366	693,366
Class	Open	84,567,854	84,567,854	73,792,046	73,792,046
Investment Pools	100.00%	<u>155,631,440</u>	<u>155,631,440</u>	<u>137,572,904</u>	<u>137,572,904</u>
Debt Service Fund					
Texpool	Open	4,251,146	4,251,146	4,293,998	4,293,998
Investment Pools	100.00%	<u>4,251,146</u>	<u>4,251,146</u>	<u>4,293,998</u>	<u>4,293,998</u>
Capital Projects Fund					
Texpool	Open	412,214	412,214	416,869	416,869
Class	Open	33,241,082	33,241,082	28,804,932	28,804,932
Investment Pools	100.00%	<u>33,653,296</u>	<u>33,653,296</u>	<u>29,221,801</u>	<u>29,221,801</u>
Special Revenue Fund					
Texpool	Open	30,501,799	30,501,799	28,670,863	28,670,863
Logic	Open	819,942	819,942	828,433	828,433
Class	Open	2,040,843	2,040,843	2,073,830	2,073,830
Investment Pools	100.00%	<u>33,362,584</u>	<u>33,362,584</u>	<u>31,573,126</u>	<u>31,573,126</u>
Enterprise Fund					
Operating					
Texpool	Open	92,666,964	92,666,964	93,250,957	93,250,957
Class	Open	56,894	56,894	57,487	57,487
		<u>92,723,858</u>	<u>92,723,858</u>	<u>93,308,444</u>	<u>93,308,444</u>
Reserve for Debt Service					
Texpool	Open	3,079,345	3,079,345	3,640,225	3,640,225
		<u>3,079,345</u>	<u>3,079,345</u>	<u>3,640,225</u>	<u>3,640,225</u>
Capital Improvement Project					
Class	Open	1,105,025	1,105,025	856,401	856,401
Twdb	Open	12,096,219	12,096,219	12,211,560	12,211,560
		<u>13,201,244</u>	<u>13,201,244</u>	<u>13,067,961</u>	<u>13,067,961</u>
Investment Pools	100.00%	<u>109,004,447</u>	<u>109,004,447</u>	<u>110,016,630</u>	<u>110,016,630</u>
Internal Services Fund					
Texpool	Open	40,803,404	40,803,404	45,490,635	45,490,635
Investment Pools	100.00%	<u>40,803,404</u>	<u>40,803,404</u>	<u>45,490,635</u>	<u>45,490,635</u>
Total City Funds		<u>376,706,317</u>	<u>376,706,317</u>	<u>358,169,094</u>	<u>358,169,094</u>
City's Component Units					
Pasadena Economic Development Corporation					
Texpool	Open	72,631,643	72,631,643	74,789,342	74,789,342
Class	Open	42,112,592	42,112,592	42,551,844	42,551,844
Investment Pools	99.99%	<u>114,744,235</u>	<u>114,744,235</u>	<u>117,341,186</u>	<u>117,341,186</u>
Capital MM	0.01%	10,284	10,284	10,062	10,062
		<u>114,754,519</u>	<u>114,754,519</u>	<u>117,351,248</u>	<u>117,351,248</u>
Pasadena Crime Control District					
Texpool	100.00% Open	<u>13,737,928</u>	<u>13,737,928</u>	<u>13,607,065</u>	<u>13,607,065</u>
Total City's Component Units		<u>128,492,447</u>	<u>128,492,447</u>	<u>130,958,313</u>	<u>130,958,313</u>
Total		<u>\$ 505,198,764</u>	<u>\$ 505,198,764</u>	<u>\$ 489,127,407</u>	<u>\$ 489,127,407</u>

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

Reso C NO: 2026-

CAPTION: Application approval for HEB's Community Investment Program to assist with expenses related to library programming in 2026.

RECOMMENDATIONS & JUSTIFICATION: To provide refreshments, supplies and giveaways for various programs and events. The award would be in form of gift cards and/or products.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:
See attached Certification

		COUNCIL ACTION	
<u>Kenya Johnson</u> Kenya Johnson	DATE: <u>12/30/25</u>	FIRST READING:	FINAL READING:
<u>Sheryl Tomach</u> BUDGET DEPARTMENT		MOTION	MOTION
<u>PURCHASING DEPARTMENT</u>		SECOND	SECOND
APPROVED:			
<u>CAR BRONKHORST</u> CITY ATTORNEY		DATE	DATE
<u>Thomas Sebastian</u> MAYOR		DEFERRED:	

RESOLUTION NO. 2026-_____

A Resolution authorizing the Pasadena Public Library to apply for a \$1,500.00 HEB Community Investment Program grant to assist with expenses related to library programming in 2026.

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

SECTION 1. That Pasadena Public Library is hereby authorized to apply for a \$1,500.00 HEB Community Investment Program grant for providing refreshments, supplies and giveaways for various library programs and events. The award would be in the form of gift cards and/or products.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____, A.D.,
2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



City of Pasadena Grant Request Form

Requesting Department: Library	Date: 12/30/2025
Contact Name: Kenya Johnson	Contact Phone: 713-475-498
Contact E-mail: kjohnson@pasadenatx.gov	
Grantor/Funding Agency: HEB	Grant Amount: \$1500

Type of Grant (select):	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Private Agency: <input checked="" type="checkbox"/>
	MOU: <input type="checkbox"/>	Pass-Through: <input type="checkbox"/>	
Application submission deadline:	ongoing, 8 weeks prior to event or program		
Duration of Grant:	ongoing, annual application		
Anticipated Costs:	0		
Match Requirements:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Amount/Percentage:
If Matching required, are funds available?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Fund #:
Reporting Requirements:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Type of Reporting: Financial: <input type="checkbox"/> Compliance: <input type="checkbox"/>
Other departments impacted by use of Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Specify Departments:
CFDA #			

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

The purpose of this grant is to support Pasadena Public Library's children's and teen programming and large-scale community events by providing food, refreshments, and small incentives. Grant funds will support programs such as Kids Eat, Día de los Muertos, Teen Advisory Board activities, and major events including Ichigo Con, Chalk Carnival, and the Hispanic Heritage Month Celebration. These efforts create welcoming, inclusive spaces that encourage participation, support youth development, and strengthen community connections, aligning with the City's goals of cultural inclusion, family engagement, and improved quality of life.

Impact to Fiscal Year Budget:

Additional Employees Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	# Required:
Total anticipated Salary Expense:			
Total Anticipated Benefit Expense:			
Contractual Services Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Anticipated cost:
Materials/supplies anticipated cost:			

Requestor Signature	<i>Kenya Johnson</i>	Date:	12/30/25
Approvals:			
Budget Director:	<i>Sherry Oomach</i>	Date:	1/16/26
Compliance Officer:	<i>Machelle White</i>	Date:	1-16-2026
Controller:	<i>[Signature]</i>	Date:	16 JAN 2026

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.

City of Pasadena Grant Benefits and Cost Analysis



Fund Source:	HEB
Grant Title:	HEB Community Investment Program
Grant Application Due Date by Grantor:	ongoing, library applies annually

Please answer each of the following questions to support the Grant Benefit and Cost Analysis.

1. What is the purpose of the grant and describe its consistency with the identified City goals and objectives:

The purpose of this grant is to support Pasadena Public Library's children's and teen programming and large-scale community events by providing food, refreshments, and small incentives. Grant funds will support programs such as Kids Eatz, Día de los Muertos, Teen Advisory Board activities, and major events including Ichigo Con, Chalk Carnival, and the Hispanic Heritage Month Celebration. These efforts create welcoming, inclusive spaces that encourage participation, support youth development, and strengthen community connections, aligning with the City's goals of cultural inclusion, family engagement, and improved quality of life.

2. Describe any additional staffing, office space, facilities, supplies, or equipment that will be required if the grant is awarded:

n/a

3. Will there be any ongoing impacts of the grant program after is completed?:

no

4. List the responsibilities of other departments (if any) and impacts on them in preparing the grant application or performing the scope of work if the grant is awarded:

n/a

5. Total program costs, including portion funded through grant revenues and any required City Contribution:

\$1500

6. Source of funding for any required City Share:

n/a

7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):

n/a

H-E-B Community Investment Grant Request

Name of Organization: Pasadena Public Library

Parent Organization: City of Pasadena

Organization Website: www.pasadenalibrary.org

Non-profit: yes

Federal Tax ID Number: 74-6001846

Executive Director: Kenya Johnson

Contact Name: Steve Zach

Contact Email: szach@pasadenatx.gov

Address: 1201 Jeff Ginn Memorial Dr., Pasadena, TX 77506

Organization Area of Focus: Literacy

Secondary Area: Cultural and Ethnic

Diverse Populations Served: Hispanic

Year Founded: 1922

Mission and Purpose: Pasadena Libraries: explore, learn, create, and connect.

Service Description:

Pasadena Public Library provides books, movies and magazines in many formats for free public checkout and return and hosts many programs for all ages throughout the year. These include biweekly story times; Family Place series programs with child development specialists and play for young children in the fall and spring; year round groups related to books, movies and writing for all ages; Summer Reading Program events including performers and reading incentives; large community events including a Spring Chalk Carnival, Hispanic Heritage Month celebration and fall comic convention; a Maker Lab with training classes and machines open for public use; and many other programs and services.

Past Donation Received: Yes

Partner Volunteer/Board Service: No

Other Grocery Retailer Support: No

United Way Agency: No

Request Pertaining To: Events, Ceremonies and Memorials

Request Purpose: Arts and Humanities

Donation How Used: Consumption

Logo Used: Yes

Logo How Used: The library would use the logo on print posters prior to at after the event as well as social media flyers.

Contribution Recognition: We will recognize the contribution on social media posts and posters and flyers at the libraries and shared at outreach events.

Program/Event Description:

The library would like to provide food for teen and children's programming and at three large events at the library. The monthly Kids Eatz program includes food involved in a craft such as "Edible Constellations." The library also provides refreshments at movie nights, teen lock ins, and at a Dia de los Muertos celebration for all ages. The large events include a Chalk Art Carnival on March 7, an Hispanic Heritage Celebration on September 19, and and a comic convention on October 24. In addition to refreshments for vendors and lunches for volunteers and staff working the event, the library would provide HEB games and toys as Ichigo-Con costume contest prizes and door prizes for these events.

Support Type Requested: Gift Cards

Program/Event Promotion: Print, Social Media, Website

Request: \$1500

Program/event name: Chalk Carnival, Viva La Biblioteca, and Ichigo Con

Event type: Other (community celebration)

Participants expected: 1001-5000

Participants last year: 1001-5000

2-3-26
Agenda

AGENDA REQUEST

ORDINANCE RESOLUTION

Resol

NO: 2026-

CAPTION: A resolution to accept a monetary donation in the amount of \$50.75 from an anonymous donor to be allotted to Neighborhood Network for Fill the Bus.

RECOMMENDATIONS & JUSTIFICATION: A resolution to accept a monetary donation in the amount of \$50.75 from an anonymous donor to be allotted to Neighborhood Network for Fill the Bus.

Account #006-24303

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

REQUIRES APPROPRIATION:

See attached Certification

RESOLUTION NO. 2026-_____

A Resolution accepting a monetary donation in the amount of \$50.75 from an Anonymous Donor to be allotted to Neighborhood Network for use in connection with Fill the Bus 2026.

WHEREAS, an Anonymous Donor has made a donation in the amount of \$50.75 to be allotted to Neighborhood Network for use in connection with Fill the Bus 2026; NOW, THEREFORE,

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

SECTION 1. That the City Council, on behalf of the citizens of the City of Pasadena, hereby expresses its appreciation to the Anonymous Donor and accepts a donation in the amount of \$50.75 to be allotted to Neighborhood Network for use in connection with Fill the Bus 2026.

SECTION 2. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,
A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

2-3-26
Agenda

AGENDA REQUEST

Reso E

NO: 2026-

ORDINANCE RESOLUTION

CAPTION: AMENDING PREVIOUSLY AMENDED RESOLUTION 25-183, ADOPTED ON OCTOBER 7, 2025, AUTHORIZING AND APPROVING AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT BETWEEN THE CITY OF PASADENA AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) IN RELATION TO PASADENA BLVD FROM SH 225 TO HARRIS (CIP #S077) TO REVISE RESOLUTION LANGUAGE TO COMPLY WITH TXDOT CONTRACT REQUIREMENTS.

RECOMMENDATIONS & JUSTIFICATION: PUBLIC WORKS RECOMMENDS APPROVAL OF THIS AGREEMENT TO SUCCESSFULLY RECEIVE A TXDOT PERMIT TO COMPLETE THE DESIGN AND CONSTRUCTION OF A RIGHT TURN LANE AND STRIPING FROM EAST BOUND SH225 FRONTAGE RD TO THE INTERSECTION OF SH225 AND PASADENA BLVD IN RELATION TO CIP #S077.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED: D

REQUIRES APPROPRIATION:

See attached Certification

<i>Robin S. Green, Jr.</i>		COUNCIL ACTION	
Robin S. Green, Jr. DATE: 1/20/2026		FIRST READING:	FINAL READING:
REQUESTING PARTY (TYPED)			
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
<i>Carl Bond</i>		DATE	DATE
CITY ATTORNEY			
<i>Thomas Schoenlein</i>		DEFERRED: _____	
MAYOR			

RESOLUTION NO. 2026-_____

A Resolution amending previously adopted Resolution 25-183, adopted on October 7, 2025, which amended Resolution 25-142, authorizing and approving an Agreement for a Local On-System Improvement Project between the City of Pasadena and the Texas Department of Transportation (TXDOT) in relation to Pasadena Blvd from SH 225 to Harris (CIP #S077) to revise resolution language to comply with specific requirements of TXDOT.

WHEREAS, Public Works recommends approval of the revised resolution language to comply with TXDOT requirements so as to successfully receive a TXDOT Permit to complete the design and construction of a right turn lane and striping from East Bound SH225 Frontage Rd to the intersection of SH225 and Pasadena Blvd (CIP #S077); and

WHEREAS, Texas Department of Transportation (TXDOT) requires specific language be included authorizing the Mayor to execute the agreement on behalf of the City of Pasadena and identifying funding sources for the project; and

WHEREAS, the City of Pasadena, Texas agrees that through the Pasadena Economic Development Corporation (PEDC) funding will be provided for the project (CIP #S077) described in the Local On-System Improvement Project Agreement between the City of Pasadena and the State of Texas, acting through the Texas Department of Transportation (the "Agreement"), for certain improvements to the roadway; and

WHEREAS, the City of Pasadena, Texas, through the PEDC

will fund 100% of the Project costs including overruns, if necessary, up to the total amount appropriated for the project (CIP #S077) of \$16,145,575.95;

NOW, THEREFORE,

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

SECTION 1. That the Mayor of the City of Pasadena, Texas is hereby authorized to execute on behalf of the City, the Agreement for the Local On-System Improvement Project, authorized and approved by Resolution No. 2025-142, which was amended by Resolution No. 2025-183, for design and construction of a right turn lane and striping from East Bound SH225 Frontage Rd to the intersection of SH225 and Pasadena Blvd (CIP #S077), between the Texas Department of Transportation and the City of Pasadena, Texas.

SECTION 2. That this Resolution is incorporated into and made a part of the Agreement.

SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed,

considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

PASSED, APPROVED AND ADOPTED THIS THE _____ day of _____,
A.D., 2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLEE
CITY ATTORNEY
CITY OF PASADENA, TEXAS

CSJ #	12-5LOSA020
District #	HOU-12
Code Chart 64 #	32000
Project Name	Pasadena Blvd.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Pasadena**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated {Enter Date []}, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	12-5LOSA020
District #	HOU-12
Code Chart 64 #	32000
Project Name	Pasadena Blvd.

2. Scope of Work

The Project consists of the design and construction of a *right turn lane and striping* from east bound *SH225 Frontage RD* to the *intersection of SH225 and Pasadena Blvd.* in City of Pasadena, Harris County, Texas, as shown in Attachment A.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

CSJ #	12-5LOSA020
District #	HOU-12
Code Chart 64 #	32000
Project Name	Pasadena Blvd.

Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

CSJ #	12-5LOSA020
District #	HOU-12
Code Chart 84 #	32000
Project Name	Pasadena Blvd.

- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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District #	HOU-12
Code Chart 84 #	32000
Project Name	Pasadena Blvd.

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Director of Public Works City of Pasadena 1149 Ellsworth Dr. Pasadena, Texas 77506	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	12-5LOSA020
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Project Name	Pasadena Blvd.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

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District #	HOU-12
Code Chart 64 #	32000
Project Name	Pasadena Blvd.

**ATTACHMENT A
PROJECT LOCATION MAP**



CSJ #	12-5LOSA020
District #	HOU-12
Code Chart 64 #	32000
Project Name	Pasadena Blvd.

**ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$0	
Right of Way	\$0	
Engineering	\$85,000.00	
Utility Work	\$0	
Construction	\$65,000.00	
Subtotal for Project Phases		\$150,000.00
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$200.00	
Right of Way	\$200.00	
Engineering	\$3,400.00	
Utility Work	\$200.00	
Construction	\$2,600.00	
Subtotal for Direct State Costs		\$6,600.00
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$349.14
TOTAL ESTIMATED COST OF PROJECT		\$156,949.14

\$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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CSJ #	12-5LOSA020
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Code Chart 64 #	32000
Project Name	Pasadena Blvd.

**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

{Insert Local Government Resolution, Ordinance, or Commissioners Court Order}

AGENDA REQUEST

ORDINANCE RESOLUTION

Resol NO: 2026-

CAPTION: A resolution on behalf of the Pasadena Police Department to apply for the Office of the Governor, Testing of Forensic Evidence Grant Program, FY2027 in the amount of \$16,000.00. This grant is a non-matching grant.

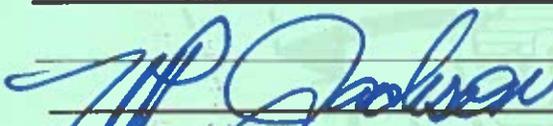
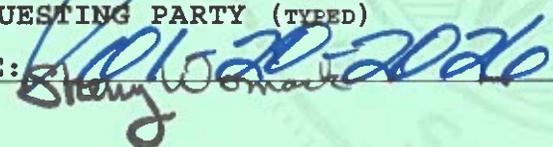
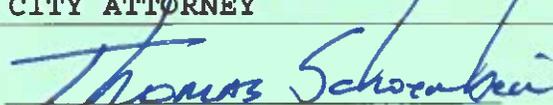
RECOMMENDATIONS & JUSTIFICATION: The grant will be used to test DNA evidence for the Pasadena Police Department Cold Case Unit, to include sample suitability assessment, DNA extraction, SNP sequencing, genealogical research, and confirmatory testing.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

BUDGETED:

COUNCIL DISTRICT(S) AFFECTED:

REQUIRES APPROPRIATION:
See attached Certification

		COUNCIL ACTION	
 M.P. Jackson, Chief of Police REQUESTING PARTY (TYPED)			
DATE: 		FIRST READING:	FINAL READING:
BUDGET DEPARTMENT		MOTION	MOTION
PURCHASING DEPARTMENT		SECOND	SECOND
APPROVED:			
 CITY ATTORNEY		DATE	DATE
 MAYOR		DEFERRED: _____	

RESOLUTION NO. 2026-_____

A Resolution on behalf of the Pasadena Police Department to apply for a grant from the Office of the Governor, Testing of Forensic Evidence Grant Program, FY2027, in the amount of \$16,000.00.

WHEREAS, the City of Pasadena finds it in the best interest of the citizens of Pasadena, Texas, that the Testing of Forensic Evidence Grant Program be operated for the FY2027; and

WHEREAS, City of Pasadena agrees that in the event of loss or misuse of the Office of the Governor funds, City of Pasadena assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of Pasadena designates the Mayor as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant would be used to test DNA evidence for the Pasadena Police Department Cold Case Unit, to include sample suitability assessment, DNA extraction, SNP sequencing, genealogical research, and confirmatory testing; and

WHEREAS, this is a non-matching grant; NOW THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That City Council approves submission of the grant application for the Testing of Forensic Evidence Grant Program to the Office of the Governor.

SECTION 2. If the grant application is approved, the grant and requirements will be placed for City Council approval.

SECTION 3. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

(SIGNATURE AND APPROVAL - NEXT PAGE)

PASSED, APPROVED AND ADOPTED THIS THE ____ day of _____, A.D.,
2026.

THOMAS SCHOENBEIN, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

APPROVED:

AMANDA F. MUELLER
CITY SECRETARY
CITY OF PASADENA, TEXAS

CARI BROWNLIE
CITY ATTORNEY
CITY OF PASADENA, TEXAS



City of Pasadena Grant Request Form

Requesting Department: Pasadena Police Department	Date: 01/19/2026
Contact Name: Paul Sinitiere	Contact Phone: 713-475-5539
Contact E-mail: psinitiere@pasadenatx.gov	
Grantor/Funding Agency: Office of the Governor	Grant Amount: \$16,000

Type of Grant (select):	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Private Agency: <input type="checkbox"/>
	MOU: <input type="checkbox"/>	Pass-Through: <input type="checkbox"/>	
Application submission deadline:	02/12/2026		
Duration of Grant:	09/01/2026-08/30/2027		
Anticipated Costs:	\$16,000		
Match Requirements:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Amount/Percentage: NA
If Matching required, are funds available?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Fund #:
Reporting Requirements:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Type of Reporting: Financial: <input type="checkbox"/> Compliance: <input type="checkbox"/>
Other departments impacted by use of Grant	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Specify Departments:
CFDA #			

Purpose/Justification of Grant (need/benefit; alignment with City Strategic Plan; etc):

The grant will be used to test DNA evidence for the Pasadena Police Department Cold Case Unit, to include sample suitability assessment, DNA extraction, SNP sequencing, genealogical research, and confirmatory testing.

Impact to Fiscal Year Budget:

Additional Employees Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	# Required:
Total anticipated Salary Expense:			
Total Anticipated Benefit Expense:			
Contractual Services Required:	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Anticipated cost:
Materials/supplies anticipated cost:			

Requestor Signature		Date: 1/19/2026
Approvals:		
Budget Director:		Date: 1-20-2026
Compliance Officer:		Date: 1-20-2026
Controller:		Date: 20 JAN 2026

PLEASE SAVE A COPY OF THIS DOCUMENT AS CHANGES WILL NOT BE AUTOMATICALLY SAVED.



Fund Source:	Office of the Governor
Grant Title:	Testing of Forensic Evidence Grant Program, FY 2027
Grant Application Due Date by Grantor:	02/12/2026

Please answer each of the following questions to support the Grant Benefit and Cost Analysis.

1. What is the purpose of the grant and describe its consistency with the identified City goals and objectives:

The grant will be used to test DNA evidence for the Pasadena Police Department Cold Case Unit, to include sample suitability assessment, DNA extraction, SNP sequencing, genealogical research, and confirmatory testing.

2. Describe any additional staffing, office space, facilities, supplies, or equipment that will be required if the grant is awarded:

None

3. Will there be any ongoing impacts of the grant program after is completed?:

None

4. List the responsibilities of other departments (if any) and impacts on them in preparing the grant application or performing the scope of work if the grant is awarded:

The City Controller's Office would be necessary in setting up an account for any award amount.

5. Total program costs, including portion funded through grant revenues and any required City Contribution:

\$16,000 Grant Funds / No city contribution

6. Source of funding for any required City Share:

7. Compliance and audit requirements, paying special attention to the grantor's administrative procedures (reporting requirements, wage requirements, time and effort reporting, etc.):

All grant compliance and audit requirements will be handled by the Pasadena Police Departments Planning & Research Officer.



Othram Inc.

2829 Technology Forest Blvd Suite 140, The Woodlands, TX 77381

January 16, 2026

Prepared on behalf of and in support of:

Pasadena Police Department
1201 David Street
Pasadena, TX 77506

To Whom It May Concern,

The Pasadena Police Department has requested the assistance of Othram Inc. in its application for funding under the Texas Office of the Governor (OOG) **Testing of Forensic Evidence Grant Program (FY2027)** for forensic genetic genealogy (FGG) and SNP-based DNA analysis. The funding would allow them to perform Advanced DNA testing utilizing Forensic Genetic Genealogy (FGG) technology on violent criminal cases that has not been resolved through traditional forensic testing approaches. Forensic genetic genealogy is a technique that involves the use of DNA testing and genealogical research to identify the potential relatives of a person of interest in a forensic investigation.

Othram's laboratory is accredited to ISO/IEC 17025:2017 standards by the ANSI National Accreditation Board for Single Nucleotide Polymorphism (SNP) testing using Massively Parallel Sequencing (MPS) and by the Texas Forensic Science Commission. Othram is the exclusive provider of the Multi-Dimensional Forensic Intelligence (MDFI) platform, an integrated end-to-end solution purpose-built for forensic genetic genealogy (FGG). This platform combines proprietary lab protocols, sequencing technologies, and software tools, only available from Othram and not offered via resellers or alternative vendors.

Othram's complete system for human identification includes sample preparation, Forensic-Grade Genome Sequencing® (FGGS®), KinSNP® rapid reference testing, database search, and genealogical analysis, all conducted entirely in-house:

Complete In-House Integration of Laboratory, Software, and Genealogical Analysis

Othram is the only organization that performs every step of the forensic genetic genealogy process internally, including DNA extraction, SNP profile generation, bioinformatic analysis, genealogical research, and reporting. No aspect of the process is outsourced. Unlike other vendors that rely on third-party laboratories, consumer genotyping tools, or external genealogists, Othram's team conducts the entire workflow under one roof. This ensures full data security, quality control, and operational continuity, particularly important for degraded or low-input forensic evidence.

Exclusive Access to the Largest Consented Database

As the exclusive forensic partner of FamilyTreeDNA, Othram has sole access to forensic search of both the FamilyTreeDNA and DNASolves databases. Together, these databases comprise the largest collection of DNA profiles consented for law enforcement use, significantly increasing the likelihood of discovering investigative leads in challenging cases.

Forensic-Grade Genome Sequencing® (FGGS®)

FGGS® is Othram's proprietary sequencing approach, engineered specifically to generate high-quality SNP profiles from compromised forensic samples. More forensic cases have been solved using FGGS® than with any other sequencing method, underscoring its effectiveness and reliability in real-world casework.

Othram Inc.

2829 Technology Forest Blvd. Suite 140, The Woodlands, TX 77381

Internal Molecular Information Management System (IMIMS) for Quality Control

Othram's Internal Molecular Information Management System (IMIMS) is a patented and peer-reviewed system that uses synthetic molecular tags (also known as "etches") to embed sample-specific metadata directly into each DNA sample. This enables real-time detection of cross-contamination, sample swaps, and processing errors. IMIMS is the only system of its kind in the forensic industry, enhancing quality assurance and chain-of-custody integrity throughout the sequencing workflow. It is exclusively offered by Othram.

KinSNP® Reference Testing

KinSNP® is a patent-pending, rapid, offline SNP-based reference test designed to compare known individuals to forensic samples without uploading any data to public or third-party databases. Results are returned in days, offering a faster and more secure alternative to conventional STR-based kinship testing. No other vendor offers a comparable product.

Validated, Court-Tested, and Publicly Demonstrated FGG Technology

Othram's methods have been admitted and successfully defended in U.S. courts, including under cross-examination in capital murder trials. It is the only provider whose end-to-end process has been validated through legal proceedings for both cold and active cases across multiple states. Othram's approach is supported by peer-reviewed publications on forensic sequencing, quality control, and privacy-preserving reference testing. No other provider has published a comparable body of scientific work. Othram's effectiveness is further demonstrated by more than 500 publicly announced case solutions from law enforcement agencies that have used its tools. Each case is publicly verifiable.

Should the Pasadena Police Department, through the City of Pasadena, be awarded funding under this program, Othram confirms that it has the capacity, staffing, and laboratory infrastructure to begin work immediately upon the start of the grant period (September 1) or earlier as authorized by OOG. Othram routinely supports large multi-agency grant programs and can scale to meet project timelines and case volumes.

This letter confirms Othram's willingness and commitment to support participating Texas agencies under the FY2027 Testing of Forensic Evidence Grant Program and to provide accredited, court-validated forensic genetic genealogy services in full compliance with Texas and OOG requirements.

Sincerely,



Andrew Singer, VP, Law Enforcement Solutions
Othram Inc.



Attachment 1: Proposed Budgets

Proposed Budget – Forensic Genetic Genealogy Casework

Below outlines the proposed budget for the grant application. This budget is for planning purposes only and should not be considered binding, as offers and services performed are subject to change.

Item	Notes/ Description	U/M	Year 1
FGGS® Evidence-to-Answers	Ultra-sensitive SNP profiles, with integrated database search, developed utilizing Forensic-Grade Genome Sequencing®: <ul style="list-style-type: none">• Full forensic case review• FGGS® DNA Extraction• FGGS® Suitability Analysis• FGGS® SNP Profile• FGGS® Genomic Refinement• Integrated database uploads• Free evidence return shipping• 24/7 access to Othram's secure portal• Flat rate forensic genetic genealogy• FGGS® Biological Sex Analysis• FGGS® Database Upload Analysis• FGGS® Biological Ancestry Analysis• FGGS® Haplogroup Analysis• FGGS® Surname Analysis• FGGS® Investigative Outreach• Two (2) KinSNP® Buccal Collection Kits	per case	\$16,000

Name:

Testing of Forensic Evidence Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

Purpose:

The purpose of this announcement is to solicit applications from district attorney offices for costs associated with the forensic analysis of physical evidence or from local law enforcement, district attorneys, medical examiners, and coroners' offices for costs associated with forensic genetic genealogical DNA analysis.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 29 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$2M for FY2027.

Eligible Organizations:

- District Attorney Forensic Testing** - Applications may be submitted by counties and judicial districts that operate a district attorney office as listed in Chapter 43-45 of the Texas Government Code.
- Genetic Genealogical DNA Analysis** - Applications may be submitted by local units of government that operate a law enforcement agency, a district attorney office, a medical examiner's office or a coroner's office.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO’s eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Anouncemtent Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

Project Period:

Projects must begin on or after 09/01/2026 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant

Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for costs associated with the forensic analysis of physical evidence.

1. District Attorney Forensic Testing –

Costs associated with the forensic analysis of physical evidence for disciplines listed in 37 Tex. Admin. Code § 651.5 (2025) subject to accreditation by Article 38.35 Code of Criminal Procedure. Disciplines which must be processed through an accredited laboratory include:

- Seized drugs,
- Toxicology,
- Forensic Biology,
- Rapid DNA,
- Firearms/Toolmarks,
- Materials (Trace), or
- Other discipline and its related categories of analysis if accredited by a recognized accrediting body and approved by the Commission.

Costs associated with the forensic analysis of physical evidence for the following disciplines listed in 37 Tex. Admin. Code § 651.6 (2018) which are not subject to crime laboratory accreditation may include:

- Latent print examination,
- Breath specimen testing under Transportation Code, Chapter 724,
- Digital evidence (including computer forensics, audio, or imaging); or
- An examination or test excluded by rule under Code of Criminal Procedure, Article 38.01.

Allowable costs include:

- Outsourcing of forensic analysis to public or private accredited labs;
- Expedited forensic analysis (including Interlocal Cooperation Contracts with DPS); and
- Additional items above Texas Department of Public Safety's Case Acceptance Policy.

2. Genetic Genealogical DNA Analysis

Costs associated with the forensic genetic genealogy testing of DNA evidence.

Allowable costs include:

- Outsourcing of forensic analysis to public or private accredited labs;
- Expedited forensic analysis.

Program-Specific Requirements

Texas Forensic Science Commission Accreditation. Applicants may only utilize accredited laboratories that comply with state regulations and rules for accreditation, including forensic analyst licensing for mandatory disciplines, promulgated by the Texas Forensic Science Commission in 37 Tex. Admin. Code § 651.5 (2025). A list of all accredited labs may be found at: <https://fsc.txcourts.gov/AccreditedLabPublic/>

Combined DNA Index System (CODIS). When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Genetic Genealogy Laboratory Accreditation. When funds are used for forensic genetic genealogy DNA analysis, applicants must utilize laboratories accredited by the ANSI National Accreditation Board (ANAB) or the American Association for Laboratory Accreditation (A2LA) recognized by 37 Tex. Admin. Code § 651.4 (2023), to test Single-Nucleotide Polymorphism (SNP) using Massively Parallel Sequencing or Microarray technology.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training

programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice

(written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
4. Salaries or personnel costs;
5. Indirect costs;
6. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$2 Million