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**PFLUGERVILLE**  
**T E X A S**

Request for Proposals

The City of Pflugerville

**RFQ 2024-003**

**Delinquent Municipal Court Case Collection Services**

Closing Date and Time: May 29, 2024 at 2 p.m.

Opening Date and Time: May 29, 2024 at 2:01 p.m.

Electronic qualifications will only be received:

Texas Bid System site: <https://www.bidnetdirect.com/texas>

For information contact: Kelly Holecek, Purchasing Manager, 512-990-6153  
[kellyh@pflugervilletx.gov](mailto:kellyh@pflugervilletx.gov)

Purchasing services  
PO Box 589  
Pflugerville, TX 78691  
512-990-6153  
[www.pflugervilletx.gov](http://www.pflugervilletx.gov)

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RFQ Number 2024-003  
**Delinquent Municipal Court Case Collection Services**

You have received a copy of the above-described request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and email to: [kellyh@pflugervilletx.gov](mailto:kellyh@pflugervilletx.gov)

**Company/Firm:** \_\_\_\_\_

**Name of Contact Person(s):** \_\_\_\_\_

**Email(s):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Pflugerville.

Notices and addenda are posted on the City's website and can be accessed at:

[www.bidnetdirect.com/texas](http://www.bidnetdirect.com/texas)

City of Pflugerville Purchasing Services  
Post Office Box 589  
Pflugerville, Texas 78691  
Telephone 512-990-6153  
Fax 512-251-5768  
[www.pflugervilletx.gov](http://www.pflugervilletx.gov)

The City of Pflugerville, Texas (“City”) presents a Request for Qualifications (“RFQ”) to solicit interest from prospective firms qualified in the areas of Delinquent Municipal Court Case Collection Services until May 29, 2024 at 2 p.m. This outlines the process to be utilized by the City in selecting a competent firm from which the City may negotiate contracts for professional services that will be necessary to complete collections on delinquent City of Pflugerville Municipal Court fines, court costs, and fees, pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. All applicant firms will be reviewed to determine qualifications and competence, and the qualified firms will be reduced to a final pre-qualified list of firms.

Any questions or correspondence related to this RFQ must be received before 5 p.m. on May 23, 2024 through BidNet or via e-mail to Kelly Holecek at [kellyh@pflugervilletx.gov](mailto:kellyh@pflugervilletx.gov).

This RFQ will be available on [Texasbidsystem.com](https://www.texasbidsystem.com) for submittals ONLY. Parties are responsible for monitoring the website for information concerning the RFQ and any addenda issued.

The City reserves the right not to enter into a contract and to cancel or modify this solicitation at any time. The City, in its sole discretion, would deem that such measures are in the City’s best interest.

## I. Schedule for Solicitation of Qualifications

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Pflugerville.

Issuance of the RFQ: May 15, 2024

Deadline for questions is 5 p.m. May 23, 2024

Qualifications due by 2 p.m. May 29, 2024

Tentatively, the final selection decision will be made and submitters will be notified of award by June 5, 2024. This schedule is subject to change by the City.

## II. Contact with City of Pflugerville

The contact person for this solicitation process is: Kelly Holecek, Purchasing Manager who can be reached at: Email: [kellyh@pflugervilletx.gov](mailto:kellyh@pflugervilletx.gov) Telephone: (512) 990-6153

Questions concerning the solicitation must be submitted to contact person in writing via email or on BidNet on or before date shown in the schedule above.

[kellyh@pflugervilletx.gov](mailto:kellyh@pflugervilletx.gov)  
Purchasing Manager  
City of Pflugerville

**Contact with someone other than the Purchasing Manager listed above or his/her designated representative at the City of Pflugerville concerning this solicitation may be grounds for removal from consideration.** Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Pflugerville. Addenda will be made available at:

<https://www.pflugervilletx.gov/city-government/finance/bids-rfqs> and [www.bidnetdirect.com/texas](http://www.bidnetdirect.com/texas). Interested vendors are encouraged to return the Register Interest form on the previous page.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 243 651 913 092

Passcode: 2GLi5A

Download Teams | Join on the web

Or call in (audio only)

+1 512-387-8593, 270859061# United States, Austin

Phone Conference ID: 417 218 379#

### **III. Definitions**

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) "City" means and refers to the City of Pflugerville, Texas.
- (2) "Company" or "Firm" means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) "Proposal" or "Submission" or "Submittal" refers to a response submitted to a RFQ.
- (4) "Project Review Committee" means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Pflugerville staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.
- (5) "RFQ" means and refers to this Request For Qualifications.
- (6) "Selected submission" means and refers to the submission sent to the City of Pflugerville by the Selected Firm.
- (7) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (8) "Solicitation" means an RFQ issued by the City of Pflugerville seeking products or services described in the document.
- (9) "Submitter" or "Vendor" or "Proposer" or "Contractor" means a firm that submits a response to a solicitation.
- (10) "Contract documents" includes the RFP and all of the Appendices attached to the RFQ.
- (11) "Day" means a calendar day unless otherwise specifically defined.

## **IV. REQUESTED SERVICES**

### **A. Scope of Services**

The City of Pflugerville is requesting qualifications from a qualified private attorney, firm, or public or private vendor with adequate personnel, skip tracing and data processing capabilities to properly process and collect the City's delinquent Municipal Court fines, court costs and fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

The successful respondent shall be versed not only with TCCP Article 103.0031 but should also be familiar with the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act and all other laws applicable to the collection of Municipal Court fines, court costs, and fees.

### **B. Terms, Conditions, and Requirements**

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

### **C. Reservations by City:**

The City of Pflugerville reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Pflugerville will not reimburse proposers for any costs incurred during the preparation or submittal of responses to this solicitation.

(1) Furthermore, the City expressly reserves the right to:

- (a) Waive any defect, irregularity, or informality in any submittal or procedure;
- (b) Extend the solicitation closing time and date;
- (c) Reissue this solicitation in a different form or context;
- (d) Procure any item by other allowable means;
- (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
- (f) Extend any contract when most advantageous to the City, as set forth in this solicitation
- (g) Retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

## **V. REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES**

(1) Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.

(2) The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFQ or declare that there are no exceptions taken to the RFQ.

### **A. Response Date and Location**

Responses to this solicitation must be received on the Texas Bid System site by: May 29, 2024

**Delinquent Municipal Court Case Collection Services  
Qualifications will be opened at 2:01 p.m. (Central Time) on: May 29, 2024**

The City will NOT accept a submission of qualification by facsimile transmission (fax) or by electronic mail (email). All submissions and accompanying documentation will become the property of the City.

### **B. Submission Validity Period**

A submission responding to this RFQ signifies the vendor's agreement that the submission, and the content thereof, are valid for ninety (90) days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful proposer.

### **C. Cost to Develop Submission**

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the proposer and shall not be reimbursed in any manner by the City.

### **D. Evaluation Procedures**

The submittal will be initially reviewed and evaluated by a Project Review Committee. Each submittal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the submittal.

### **E. Vendor Presentation**

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether submitters may be invited to make a



formal presentation of their qualifications and/or sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection.

#### **F. Final Selection**

Based on all information reviewed and presentations/interviews (if conducted), the City Manager or Executive staff shall establish the final ranking of the submittals.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

#### **G. Contract Award and Execution**

The final contract must be awarded and approved by the Pflugerville City Council if the amount of the contract will exceed \$50,000. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

# **APPENDIX A**

## **Scope of Services**

- (1) Detailed Scope of Services
- (2) Additional Background Information or Requirements

## **Delinquent Municipal Court Case Collection Scope of Services Summary**

**Introduction:** The City of Pflugerville seeks prospective firms qualified in the areas of Delinquent Municipal Court Case Collection Services.

Background: The City uses collection services to assist with delinquent Municipal Court Case Collection.

Collection service providers shall have the ability to, and be responsible for, the following items at no cost to the City:

1. Provide for the collection of delinquent Municipal Court fines, court costs, and fees by personnel with the education and knowledge of all laws relevant to delinquent criminal and traffic case collections.
2. Prepare and send such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections and/or case compliance. The firm should be able to use postal mailed letters or post card notifications, email, phone and electronic text messaging services to notify delinquent account holders.
3. Provide additional services to expedite the collection of delinquent Municipal Court fines, court costs, and fees. This should include some level of access to the service provider's database as it relates to the court's files.
4. Provide for the electronic transfer of cases between the Municipal Court case management software, Tyler Technologies, and the collection agency. The electronic transfer of cases must allow for daily payment and adjustment updates, case closure reports, and new case reports.
5. Provide the Municipal Court with a template of all letters and correspondence that will be delivered to the defendant on behalf of the City. The City will be granted the ability to make any revisions deemed necessary. The notice shall conform with all applicable laws; and must include: necessary case information regarding the defendant's right to enter a plea or go to trial on any unadjudicated offense, information regarding ability to pay, and the Municipal Court's contact information.
6. Provide a quarterly report of delinquent fines, court costs, collection fees, and updates on collections activities to the Court Administrator of the Pflugerville Municipal Court.
7. Prepare additional reports and updates based on reasonable requests from the City and the Municipal Court including, but not limited to, the ability to provide reports on performance measures, number of letters sent, telephone contacts attempted, text messages sent and skip trace attempts.

8. Perform a reconciliation and/or audit at minimum once per year. The service provider will send a file of the outstanding cases in alphabetical order with case/docket numbers with outstanding amounts to the Municipal Court for review.

**MINIMUM QUALIFICATIONS:** To be considered, proposers must at a minimum:

- Be free of all obligations and interests that might conflict with the best interests of the City.
- Have the financial resources to provide services on a timely basis.
- Have Professional Liability Insurance coverage of at least \$1,000,000 on a “Claims Made Basis.” This coverage shall remain in effect for a two (2) year period following the expiration of the contract with the City.

The successful Proposer(s) will submit an invoice and be paid monthly by check for services rendered.

The relevant amounts of delinquent Municipal Court Cases for the City of Pflugerville are estimated as follows: The Municipal Court processed an average of approximately 4,800 filed cases annually for the past two years. There are currently approximately 14,800 warrant cases in which a defendant has failed to appear or failed to comply with an existing court order with assessed fines, court costs, and fees of approximately \$5,563,534.34.

## **QUALIFICATIONS/REQUIREMENTS**

The following elements must be included and should be in the following order:

**1. Title Page** – Display the RFQ number and title (“RFQ 2024-003 Delinquent Municipal Court Case Collection Services”), the name of the proposer’s company/firm, local address, telephone number, name of contact person, and date.

**2. Table of Contents** – Clearly identify the material by section and page number.

**3. Executive Summary -**

A brief summary highlighting the most important points of the submitter’s qualifications. Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses (physical and email), and telephone numbers. Make any explanations or exceptions pertaining to the specifications. The summary should not exceed three (3) one-sided pages.

**4. Company/Firm Background and Personnel -**

a. Provide information about the number of full-time staff in your office that will be assigned to the City’s account.

b. List by name and job description the individuals employed by your company/firm who will provide direct collection services to the City’s Municipal Court. Include their educational background and experience in that type of role, number of years at your company/firm, amount of time they would be assigned to the City’s account,

professional designations and licenses.

c. Describe any regulatory censure and/or any litigation filed against your company/firm or its employees during the past ten (10) years, including the outcome or current status.

d. State the county, cause number, style of case and information regarding any litigation that your company/firm has brought against any of its clients in the last ten (10) years, including the outcome or current status.

e. Describe how your company/firm keeps your employees informed of developments and changes in regulations that are relevant to the collections generally.

f. Disclose the number of complaints filed against the company pursuant to the Fair Debt Collection Practices Act (as amended) and/or the Fair Credit Reporting Act (Title 15 US Code) and the number type of sanctions promulgated against the proposer by the Federal Trade Commission or other governmental entities based on filed complaints.

## **5. Company/Firm Experience -**

a. Indicate the experience in the collection of delinquent Municipal Court fines, court costs and fees that your company/firm has in the office that will be responsible for this account.

b. Provide a complete list of municipal courts that you provide collection services for including name, email address, and phone number of the contact person, the length of time they have been your client and the type of collections you perform for them. Include a report indicating the successes of your firm in bringing cases to resolution to include the number of cases you received from the municipal court, the age of the cases received (if applicable), the number of cases brought to compliance and average dollar amount accrued. Provide an average percentage of cases that have you been able to bring to resolution for each city on an annual basis.

c. Indicate how many clients for municipal court collections of delinquent fines, court costs, and fees you have gained in the last 12 months and how many you have lost in the last 12 months and explain the loss of each client.

d. Submit at least one reference (institution name, contact name, email address, and phone number) from a financial institution that may be contacted regarding submitter's financial ability to perform under the proposed contract.

## **6. Delinquent Accounts Receivable -**

a. Describe the methods you will use in the collection process. Include such methods as producing and mailing collection letters, delinquent statements, notifications and other similar mailings, follow-up calls, and handling inquiries from customers. Defendants will be referred to the City of Pflugerville Municipal Court to submit payment. Sample documents will be beneficial. The City of Pflugerville Municipal Court reserves the right to review and amend collection process methods to ensure they align with

statutory requirements. State how your company/firm researches proper addresses and ownership for delinquent accounts.

- c. Provide samples of your collection reports.
- d. Provide in detail the information and assistance you will require FROM City staff.

**7. Fees:** For all services included in response to this RFQ for Parts A-D:

- a. State the percent(s) you would accept as compensation for the collection of accounts receivable.

**8. Additional Information Required:**

- a. Provide any contract or contract language your company/firm would request or require to be in a contract with the City.

## **Additional Background Information or Requirements**

### **MUNICIPAL COURT DELINQUENT FINES, FEES, AND COURT COSTS**

Courts costs, fines and fees are deemed delinquent when a defendant fails to appear for a show cause hearing for failure to submit payment on a court ordered extension of time to pay; or, when a defendant fails to appear on a citation or a notice from the court after having been sent the statutorily required notice. Any case that meets either of these statuses is subject to be sent to a collection agency.

Municipal Court staff will run an application feature in the court's case management system (currently Tyler Technologies – Incode 9. Please note that the City is switching to Tyler Technologies Incode 10 in summer 2024) which will identify cases eligible to send to collections, mark those files as sent to collections, and generate reports and an xml/text file. The xml/text file will be transmitted to the collection agency via email or uploaded to an FTP site. The information that will be provided to the collection agency is the defendant's name, citation/complaint number, date of birth, warrant status (arrest or capias pro fine), telephone number, address, amount of court costs, fines, fees assessed/ due, collection fees due, and the past due date.

Defendants will be referred to the Municipal Court to submit all payments. No payment will be submitted to the collection agency.

Once the account is sent to the collection agency it should only be recalled when the fines, court costs, and fees are paid in full; if the case was sent to collections in error; or if collections is waived pursuant to TCCP 103.0031. The case will remain in collections until paid in full or until such time that a judge orders it to be recalled. Defendants must contact the Municipal Court in order to enter into a court ordered payment plan.

If a defendant disputes a court cost, fine, or fee which has gone to collections they must contact the Municipal Court. The collection agency should not attempt to resolve a

dispute. The collection agency will be notified within 30 days that payment in full has been made.

The Municipal Court processed an average of approximately 4,800 filed cases annually for the past two years. There are currently approximately 14,800 warrant cases in which a defendant has failed to appear or failed to comply with an existing court order with assessed fines, court costs, and fees of approximately \$5,563,534.34.

## EVALUATION OF QUALIFICATIONS

Only submittals meeting minimum qualifications will be evaluated. Submittals will be evaluated, and negotiations conducted, by the City Manager's Office. The City Manager's recommendation is subject to approval by the Pflugerville City Council. The City will initially evaluate the qualifications of companies/firms submitting proposals based on but not limited to the following criteria:

- **Project Approach: 35%**  
Discuss approach to planning, organizing, and project management, including communication procedures, approach to problem solving, quality control, innovation, and other similar factors. Provide a general summary of how the project would be performed. Include a project schedule and similar project experience.
- **Relevant experience and success, resources and qualifications of the company or firm and individuals assigned to this account: 30%**
- **Delinquent collection philosophy and strategy.** Including fee assessment, and demonstrated performance including complaints filed by debtors pursuant to federal collections law: **20%**
- **Written presentation on collection methodology and process: 5%**
- **Ability to provide the necessary reporting on the progress of collection for all fines: 5%**
- **Amount of assistance required from City staff: 5%**

**Maximum Total = 100%**

The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the City is under no obligation to solicit such information if it is not included with the proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposal.

**INDEPENDENT CONTRACTOR:** The successful Proposer will be an independent contractor under the proposed Contract. Professional services provided by the successful Proposer shall be by the employees or authorized subcontractors of the

successful Proposer and subject to supervision by the successful Proposer, and not as officers, employees or agents of the City. Proposer will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

**HOLD HARMLESS AGREEMENT:** The successful proposer will agree in writing to indemnify and hold the City of Pflugerville and all its officers, officials, employees, volunteers and city council members harmless against any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state, or local government body or agency arising out of or incident to any acts, omissions, negligence, or willful misconduct of the proposer's employees, executives, managers, or board of directors. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decreases, attorney's fees, and related costs or expenses, and any reimbursements to the City of Pflugerville for all legal expenses and costs incurred by it pursuant to this contract.

**TERMINATION:** In the event the City terminates the awarded contract for breach or any other reason, the Proposer shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the successful Proposer or otherwise, and the City may withhold any payments to successful Proposer for the purpose of an offset until such time as the amount of damages due the City from the successful Proposer can be determined.

**TAX CERTIFICATION AND OFFSET OF OTHER DEBTS AGAINST CITY:**

Proposer hereby certifies that it is not delinquent in the payment of taxes owed to City and will pay any taxes owed to City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the agreement at the option of City. Furthermore, Proposer agrees that City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by City to Proposer, pursuant to the awarded contract, for any debt, claim, demand, or account owed to City including other than the taxes mentioned above. The City may withhold from payment under the awarded contract, an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to City by Proposer. City may apply the amount withheld to the debts and taxes owed to City by Proposer until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due, shall affect the right of City to offset the taxes and the debt against the same.



**CONFIDENTIALITY OF DOCUMENTS:** All submittals shall be subject to TPIA (Texas Public Information Act) unless the proposer clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally meets this exception under the Act as determined by the Attorney General.

**CITY OF PFLUGERVILLE LITIGATION DISCLOSURE**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One: YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Pflugerville or any other Federal, State or Local Government, or Private Entity?

Circle One: YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Pflugerville or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One: YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**CERTIFICATION**

The undersigned affirms they are duly authorized to execute a contract, that this RFQ has not been prepared in collusion with any other firm, and that the contents of this RFQ have not been communicated to any other firm prior to the official opening of this RFQ.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*COMPLETED FORM MUST BE RETURNED WITH PROPOSAL



## **THE CITY OF PFLUGERVILLE, TEXAS RESERVATION OF RIGHTS**

In connection with the RFQ, the City of Pflugerville reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City of Pflugerville without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFQ.
3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFQ submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFQ submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
13. Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in an RFQ submittal, accept and review a non- conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.

16. Disqualify any firm that changes its RFQ submittal without the City's authorization.

17. Exercise any other right reserved or afforded to the City of Pflugerville under this RFQ. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

## **GENERAL TERMS AND CONDITIONS**

### 1. Submission of Qualifications:

By submitting your qualifications, you acknowledge that the City of Pflugerville will not accept any submittal, or execute any submitted contract in conjunction with a Request for Qualifications that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Travis County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

### 2. Rejection of Submittal:

(a) The City may reject a Submittal if:

1. The proposer mistakes or conceals any material fact in the submittal, or if:
2. The submittal does not strictly conform to law or the requirements of the RFQ, or if:
3. The submittal is conditional, except that the proposer may qualify his submittal for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all submittals whenever it is deemed in the best

interest of the City to do so, and may reject any part of a submittal unless the proposer has been qualified as provided in section 2(a) 3 above.

3. **Withdrawal of Submittal:**  
A bidder may withdraw a bid through BidNet that has been submitted at any time up to the due date and time;
4. All submittals shall be valid for a period of ninety (90) days after the bid opening;
5. **Late Submissions or Modifications:**  
Statements of Qualifications and modifications received after the time set for the RFQ opening will not be considered.
6. **Clarification or Objection to RFQ Specifications:**  
If any person contemplating submitting a Statement of Qualifications for this contract is in doubt as to the true meaning of the specifications, or of the RFQ documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the RFQ. All such requests for information shall be made in writing via email and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known entities who have expressed an interest in this RFQ. The City will not be responsible for any other explanation or interpretation of the RFQ made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the RFQ documents must be filed in writing with the Purchasing Division by the deadline established in the RFQ.
7. **Discounts:**
  - (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
  - (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
8. **Award of the Contract:**
  - (a) The City will evaluate all Statements of Qualifications (and interviews conducted, if any) to determine the most qualified responder.
  - (b) The City will attempt to enter into contract negotiations with the most qualified responder. If negotiations fail, the City will then attempt to enter into negotiations

with the second highest ranked responder. This step may be repeated as needed.

- (c) A written Notice of Intent to Award will be emailed, or otherwise furnished, to the selected responder.

9. Bid/Proposal Protest:

Any submitter wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

10. Termination of Contract:

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All vendors must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

11. Assurance of Compliance:

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. Conflict of Interest Disclosure Questionnaire:

The submitter agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Pflugerville, including affiliations and business and financial relationships such persons may have with the City of Pflugerville. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:  
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

13. Gratuities:

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

14. Kickbacks:

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

15. Venue for Legal Action:

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Travis County, Texas.

16. Conflicts in Contract Terms and Conditions and RFQ:

If any conflicts exist between the Terms and Conditions of this RFQ and the standard form of agreement between the owner and submitter, the standard form of agreement between the owner and submitter shall prevail.



17. Insurance:

All submitters shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The vendor shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000 Property Damage Insurance.
- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000 Property Damage
- (1) Each Occurrence - \$1,000,000

18. Disclosure of Interested Parties:

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. The successful submitter shall electronically submit the form

at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)  
and provide the City with a certified copy prior to Council approval of the Bid award.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

PRINT NAME: \_\_\_\_\_

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.