



**Request for Bid**  
**RFB No. 2026-001**  
**Right of Way and Drainage**  
**Mowing**

**Issue Date: October 7, 2025**

**Closing Date & Time: October 23, 2025 at 2:00 p.m.**

**Opening Date & Time: October 23, 2025 at 2:01 p.m.**

**Electronic bids will only be received:**

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

**Pre-Bid Meeting Location: October 16, 2025 at 10:00 AM**

**Microsoft Teams (Meeting link Below)**

**Attendance is encouraged, but not mandatory.**

**Microsoft Teams [Need help?](#)**

**[Join the meeting now](#) Meeting**

**ID: 247 017 550 333 9 Passcode:**

**wL2qf9dc**

**Dial in by phone**

**[+1 512-387-8593,,658134574#](#) United States, Austin**

**[Find a local number](#)**

**Phone conference ID: 658 134 574#**

**For organizers: [Meeting options](#) | [Reset dial-in PIN](#)**

**Purchasing Services**

**Post Office Box 589**

**Pflugerville, TX 78691**

**Telephone 512-990-6156**

**[www.pflugervilletx.gov](http://www.pflugervilletx.gov)**

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**RFB No. 2026-001**

## **For Right of Way and Drainage Mowing**

### **REGISTER INTEREST**

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: Emily McGraw, Purchasing Agent, [emilym@pflugervilletx.gov](mailto:emilym@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, TX 78691  
Telephone 512-990-6156  
Fax 512-251-5768  
[www.pflugervilletx.gov](http://www.pflugervilletx.gov)

## I. Schedule for Solicitation

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 RFB : Wednesday, October 8, 2025

Pre-submittal Meeting: Thursday, October 16, 2025 @ 10:00 AM

***Attendance is encouraged, Not mandatory***

Deadline for questions: Friday, October 17, 2025 @ 5:00 PM

Bids due: Thursday, October 23, 2025 @ 2:00 p.m.

Tentatively, the final selection decision will be made and submitters will be notified of award by January 2026. This schedule is subject to change by the City.

## II. Contact with City of Pflugerville

The contact person for this solicitation process is: Emily McGraw, Purchasing Agent who can be reached at:

Email: [emilym@pflugervilletx.gov](mailto:emilym@pflugervilletx.gov)

Telephone: 512-990-6156

Questions concerning the solicitation must be submitted to contact person **electronically** on or before date shown in the schedule above.

**Contact with someone other than the Purchasing Agent 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 on [www.bidnetdirect.com/texas](http://www.bidnetdirect.com/texas) Interested vendors are encouraged to return the Register Interest form on the previous page.

## Join Microsoft Teams for the Bid Opening

### Microsoft Teams [Need help?](#)

#### Join the meeting now

Meeting ID: 272 948 184 699 0

Passcode: gk9ua3ky

#### Dial in by phone

+1 512-387-8593,,565530156# United States, Austin

[Find a local number](#)

Phone conference ID: 565 530 156#

### **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) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request For Bid that will be awarded based on lowest responsible bid or best value to City of Pflugerville.
- (5) “Selected submission” means and refers to the submission sent to the City of Pflugerville by the Selected Firm.
- (6) “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.
- (7) “Solicitation” means an RFB issued by the City Pflugerville seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.

#### **IV. REQUESTED SERVICES/PRODUCTS**

**A. Scope of Services / Specifications**

**The City of Pflugerville is accepting sealed electronic bids for Right of Way and Drainage Mowing.**

**B. The City of Pflugerville has issued this solicitation for**

- (1) Detailed specifications are attached as Appendices.

**C. Terms, Conditions, and Requirements**

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

**D. Duration of Service**

The proposed contract will begin on the first (1st) of the month following council award until February 29, 2028, with two (2) optional twelve (12) month renewals.

**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 vendors 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 bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

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

**A. Requirements**

- (1) Qualified vendors should submit one electronic copy of the Pricing Forms for the services/products sought by this solicitation and complete all the required forms by the stated deadline. This includes the attached price sheet and the itemized spreadsheet that will accompany the documentation on BidNet.
- (2) Pricing Forms and Submission/Bid Security

(a) Pricing Forms.

1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

**B. Completeness of Submission**

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

**C. Bid Response Date and Location**

**Bids must be received on the Texas Bid System site by:**

**Thursday, October 23, 2025 at 2:00 PM**

**RFB 2026-001 Right of Way and Drainage Mowing**

**Proposals will be opened at 2:01 p.m. (Central Time) on:  
Thursday, October 23, 2025**

The City will **NOT** accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

**D. Modification to or Withdrawal of Submission**

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification WITHOUT revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (email) to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.

**E. Submission Validity Period**

A submission responding to this RFB 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 vendor.

**F. Vendor's Cost to Develop Submission**

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

**G. References**

Please refer to the form in Appendix A.

**H. Method of Award and Evaluation of Factors**

- (1) For this solicitation, the City will award the contract to the:

☒ **Lowest responsible bidder**

☐ Bidder who provides goods or services at the best value for the City.

- (2) Lowest Responsible Bidder:

- (a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.
- (b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.



(3) Best Value:

- (a) In determining best value for the City, the City may consider:
    - 1. the purchase price;
    - 2. the reputation of the bidder and of the bidder's goods or services;
    - 3. the quality of the bidder's goods or services;
    - 4. the extent to which the goods or services meet the municipality's needs;
    - 5. the bidder's past relationship with the municipality;
    - 6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
    - 7. the total long-term cost to the municipality to acquire the bidder's good or services; and
    - 8. any relevant criteria specifically listed in the request for bids or proposals.
  - (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Pflugerville reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) 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 bidders.

**I. 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 \$100,000.00. 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

## Services/Products Bid Forms

- (1) Pricing Form
- (2) Reference Form
- (3) Contractor's Information Report

# Price Sheet

RFB 2026-001 Right of Way/Drainage Mowing  
The City of Pflugerville

Base Total Right of Way Mowing: \$\_\_\_\_\_

Add Alternate#1 Total: \$\_\_\_\_\_

Base Total Drainage Mowing: \$\_\_\_\_\_

Add Alternate#2 Total: \$\_\_\_\_\_

The total price is to be calculated using the 2026-001 ROW-Drainage Mowing\_Price Cal Sheet.xls that has been uploaded in BidNet.

\*A copy of the completed itemized form **must** be submitted with this price sheet.

Submitter's Authorized Signature: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

## REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2026-001

Right of Way and Drainage Mowing

Bidders Name: \_\_\_\_\_ Date \_\_\_\_\_

Provide the name, address, telephone and point of contact of at least three firms that have utilized similar service for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_ ( ) \_\_\_\_\_ Fax Number \_\_\_\_ ( ) \_\_\_\_\_
  
2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_ ( ) \_\_\_\_\_ Fax Number \_\_\_\_ ( ) \_\_\_\_\_
  
3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_ ( ) \_\_\_\_\_ Fax Number \_\_\_\_ ( ) \_\_\_\_\_

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration of award.

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State ZIP** \_\_\_\_\_

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

**Contact Name** \_\_\_\_\_

**Title** \_\_\_\_\_

1. Is your repair and yard facility at the above address?

☐ NO

2. If not, state the address of your repair and yard facilities.

[illegible]

## MUNICIPAL AND STATE MOWING EXPERIENCE

1. State all current municipal and/or state mowing contracts your company is mowing at the present time or completed between January 1, 2015 and December 31, 2019. If none, enter none.

<b>Contract Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>

2. State all current non-municipal/and or non-state mowing contracts your company is mowing at the present time. If none, enter none.

<b>Contracting Entity</b>	<b>Date of Service From To</b>	<b>\$ Value of Contract</b>	<b>Date Completed</b>

## MANAGEMENT

List the names and a brief description of the mowing experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Experience** \_\_\_\_\_

## **WORK PLAN**

Describe in detail how you would perform the mowing work detailed in these specifications. Include in your description the function of all equipment to be used.

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## APPENDIX B

### Contract Requirements

- (1) City of Pflugerville General Terms and Conditions
- (2) Insurance & Indemnification Requirements
- (3) Sales Tax Information
- (4) HB1295 Information Sheet
- (5) Sample Contract Form
- (6) Sample Payment and Performance Bond Requirements



**City of Pflugerville General Terms and Conditions**  
**Updated 10/22/2021**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**1. Payments.** City will pay Contractor for goods and services in accordance with Chapter 2251, *Texas Government Code*. City, a municipality in the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322

**2. Multiyear Contracts.** If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

**3. Local Preference.** The City Council supports the local preference option for purchasing. In accordance with the State of Texas Local Government Code:

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Texas Local Government Code Section 271.9051 (b): 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 five percent 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:

- (1) the lowest bidder; or
- (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.

**4. No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

**5. Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**6. Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**7. Cancellation.,** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**8. Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

**9. Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.* When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

**10. Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**11. Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

**12. Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

**13. Liens.** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**14. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**15. Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**16. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**17. Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**18. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**19. Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

**20. Amendment.** Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

**21. Texas Government Code Mandatory Provisions.** The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

**22. Equal Employment Opportunity.** Vendor agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted

**23. Subcontracting.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

**24. Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.

**25. Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.

**26. Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.

**27. Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

City of Pflugerville  
Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations  Products/ Completed  Operations  Independent Contractors  Personal Injury  Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate;  2,000,000 combined single limit	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage  City to be provided a waiver of subrogation  City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100  
A contract will not be issued without evidence of Insurance. We will only accept the ACORD 25  
or ISO certificate of insurance forms.

## TEXAS SALES TAX EXEMPTION INFORMATION

**This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.**

Under the Texas Tax Code Section 151.309, the City of Pflugerville is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Pflugerville.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Pflugerville. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Pflugerville – might include statement that purchase is related to contract with City of Pflugerville, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Pflugerville is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Pflugerville will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01- 339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)



## **NOTICE OF HB 1295 DISCLOSURE**

**Beginning January 1, 2016, business entities entering into a contract which is approved by the Pflugerville City Council for goods or services to be used by the City of Pflugerville are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Pflugerville City Council
- (2) for goods or services
- (3) to be used by the City of Pflugerville

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016. Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

**Form 1295 requires disclosure of interested parties** (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

### **Filing Process:**

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity entering into a contract for goods or services with the City of Pflugerville must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form. The original executed (with certification of filing) must be filed with the City of Pflugerville. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website.

**CITY OF PFLUGERVILLE  
SHORT FORM CONTRACT**  
(Construction and Non-Professional Services)

This contract, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_, is between the City of Pflugerville ("City") and \_\_\_\_\_ ("Contractor") (the "Contract").

**I. TERMS**

In consideration of \$\_\_\_\_\_ ( \_\_\_\_\_ Dollars), the Contractor shall provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

**II. DURATION**

Contractor shall all required work between the effective date of this contract and February 29th, 2028.

**III. PAYMENT**

Payment shall be made under the terms and conditions of Attachment B, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract.

Should this agreement extend beyond the current budgeted fiscal year, the Contractor and City hereby agree that the City's obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30<sup>th</sup> of the required year.

**IV. ASSIGNMENT**

Contractor may not assign any interest under this Contract without the City's prior written consent. Such consent to be at the City's sole discretion.

**V. STATUS OF CONTRACTOR**

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

**VI. AMENDMENT OR MODIFICATION**

This Contract, including any attachments, constitutes the parties' entire agreement. This Contract may not be modified or replaced except by another signed written Contract.

## **VII. INDEMNITY**

**The Contractor must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Contractor's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.**

**Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.**

**Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the Contractor.**

**BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.**

## **VIII. INSURANCE AND BONDS**

### **A. GENERAL REQUIREMENTS**

The Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the City for their adequacy. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements.

Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability

policy.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
1. Workers' Compensation Employer's Liability OR Occupational Injury/Accidental Injury Protection	Statutory Limits \$1,000,000 each accident
2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability . Personal Injury (Insuring above indemnity)	\$1,000,000 per occurrence \$2,000,000 general aggregate OR \$2,000,000 combined single coverage limit
3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$1,000,000 combined single limit

D. STATUTORY BOND REQUIREMENTS

When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

## **IX. TERMINATION**

### **Termination for Convenience**

This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

### **Termination for Default.**

Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

## **X. GOVERNING LAW/VENUE**

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

## **XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

## **XII. INDEBTEDNESS TO CITY**

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

The City may offset payments due under this Contract against any debt, claim, demand or account owed to the City by Contractor.

### **XIII. SALES TAX**

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

### **XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Pflugerville, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

### **XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION**

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

### **XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS**

When applicable, the Contractor may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2271) By entering this contract, Contractor verifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended. Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF PFLUGERVILLE

By:\_\_\_\_\_

APPROVED AS TO FORM:

By:\_\_\_\_\_  
City Attorney

Corporate Seal if applicable:

CONTRACTOR

By:\_\_\_\_\_

\_\_\_\_\_ (printed name)

Title:

Federal Tax I.D. #

Corporate Secy's Attestation if applicable:

\_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF WORK**



**ATTACHMENT B**  
**PAYMENT**

Payment will be in \_\_\_\_\_ (ex. monthly installments) after all work is completed, inspected and as \_\_\_\_\_ (ex. invoiced monthly). Final payment will occur after acceptance of the work by the City.

Payment will be in a lump sum after all work is completed, inspected and accepted by the City.

Payment will be made on a project or work order basis as defined in the Scope of Work, attached herein as Exhibit A.

Before payment is made the Contractor must execute and provide to the City an affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under the contract have been paid in full, and there are no claims pending of which Contractor has been notified.

## ATTACHMENT C:

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

#### THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

**Certificate of coverage ("certificate")** - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-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 contractors's/person's work on the project has been completed and accepted by the City.

**Persons providing services on the project ("subcontractors" 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 limitations, 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 City 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 City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) 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 (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (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 Workers' Compensation Commission, 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 service 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 (1) year thereafter;
  - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
  - (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 City 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 commission's Division of Self-Insurance Regulation. 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 City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

# STATUTORY PERFORMANCE BOND

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §  
CITY OF PFLUGERVILLE       §

The City of Pflugerville, a municipal corporation in the State of Texas (hereafter referred to as "City" or "Owner") and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (hereafter referred to as "Contractor" or "Principal") have entered into a Contract (hereafter referred to as "the Contract") dated \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ Project (hereafter referred to as "the Project"). Said Contract is incorporated by reference into this Statutory Performance Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as "this Bond").

By virtue of this Bond, Contractor as Principal and \_\_\_\_\_ with its physical address at \_\_\_\_\_, a mailing address of \_\_\_\_\_ and a business telephone number of \_\_\_\_\_ as Surety (hereafter referred to as "Surety") do hereby acknowledge each to be bound to Owner as an Oblige in the maximum penal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which represents one hundred percent (100%) of the Contract amount (hereafter referred to as the "Bond Sum"). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, to City as provided herein.

1. **GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly performs its Contract obligations (hereafter referred to as the "Work"), **including without limitation its warranty obligations established under the Contract**, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications, made by City to the Contract. Surety acknowledges and agrees that this Bond is being furnished to comply with Texas Government Code, Chapter 2253 and that any and all provisions provided in said statute are incorporated herein by reference. Any conflicts between this Bond and Texas Government Code, Chapter 2253 shall be resolved in favor of said statute. Upon making demand on this Bond, City shall make the Contract balance (equal to the total amount payable by City to Contractor pursuant to the Contract less amounts paid by City to Contractor), if any, available to Surety for completion of the Work.
2. **SURETY OBLIGATION.** If Contractor does not faithfully construct and complete said Work or honor its warranty obligations, as defined and established under its Contract with City, and City invokes its contractual rights and declares Contractor in default, Surety promptly shall remedy the default and, at City's sole option, Surety shall:
  - A. Within a reasonable time (but not later than fifteen (15) days after Surety receives written notice of Contractor's/Principal's Default), with written notice to City, step into and assume the role, all rights and all obligations of the defaulting Contractor/Principal under the Contract, including without limitation, responsibilities for the correction of defective work completed by the Contractor, additional legal, design professional and delay costs resulting from Contractor's default or resulting from Surety's actions or failure to act under the terms of this Bond, and liquidated damages provided under the Contract. Upon assumption of this role, Surety and all sureties directly shall contract with a Completion Contractor hired/engaged by Surety and all sureties to complete the structure(s), Work and

improvements, pursuant to the Contract with Contractor/Principal. The selection of the Completion Contractor must be approved in writing by City and such approval shall not unreasonably delayed, conditioned or withheld. Surety and all sureties solely shall be responsible for any and all costs incurred, up to the Bond Sum, to complete the structure(s), Work and improvements, or satisfy any warranty obligation pursuant to the Contract with Contractor/Principal; or

B. In the event Surety fails to contract with a Completion Contractor within sixty (60) days of receipt of City's written notice of Default, City may, at City's sole discretion, select a Completion Contractor in accordance with Texas Law and in accordance with the provisions of the Contract. In this event of Surety and all sureties failing to contract with a Completion Contractor within sixty (60) days of receipt of City's written notice of Default, Surety and all sureties then shall pay City any and all costs, up to the Bond Sum, for City's selected Completion Contractor to complete the structure(s), Work and improvements, or honor Contractor's warranty obligations, as defined and established in accordance with the provisions of the Contract with Contractor/Principal.

3. **QUALIFICATION.** Surety companies executing this Bond must appear on the United States Treasury Department's most current list (Circular 570, as amended) and be otherwise authorized to transact business in the State of Texas.
4. **VENUE.** The obligations of the parties under this Bond shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action, such as civil litigation, is necessary in connection with this Bond, exclusive venue shall be in Travis County, Texas.

**THIS BOND** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY (seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

[ATTACH POWER OF ATTORNEY]

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

[Additional signatures, if any, appear on  
attached page]

ATTEST: \_\_\_\_\_

# STATUTORY PAYMENT BOND

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §  
**CITY OF PFLUGERVILLE** §

The **City of Pflugerville**, a municipal corporation in the State of Texas (hereafter referred to as “City”) and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (hereafter referred to as “Contractor” or “Principal”) have entered into a Contract (hereafter referred to as “the Contract”) dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the \_\_\_\_\_ Project (hereafter referred to as “the Project”). Said Contract is incorporated by reference into this Statutory Payment Bond, pursuant to Chapter 2253 of the Texas Government Code (hereafter referred to as “this Bond”).

By virtue of this Bond, Contractor as Principal and \_\_\_\_\_, with its physical address located at \_\_\_\_\_, a mailing address of \_\_\_\_\_ and a business telephone number of \_\_\_\_\_ as Surety (hereafter referred to as “Surety”) do hereby acknowledge each to be bound to City as an Obligee in the maximum penal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which represents one hundred percent (100%) of the Contract amount (hereafter referred to as the “Bond Sum”). Contractor and Surety hereby further bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally for payment of this Bond, as provided herein.

1. **GENERAL CONDITIONS.** It is a condition of this Bond that if Contractor promptly makes payment of all sums for all labor, services, materials and equipment furnished for use in the performance of the work required by the Contract, Surety's obligations pursuant to this Bond are null and void. Otherwise, Surety's obligations shall remain in full force and effect. Surety waives any requirement to be notified of alterations or extensions of time, or any other duly authorized modifications or changes, made by City to the Contract. Surety acknowledges and agrees that this Bond is being furnished to comply with Texas Government Code, Chapter 2253 and that any and all provisions provided in said statute are incorporated herein by reference. Any conflicts between this Bond and Texas Government Code, Chapter 2253 shall be resolved in favor of said statute.
2. **SURETY OBLIGATION.** Surety's obligation under this Bond is for the benefit and sole protection of all persons supplying labor, services, materials and equipment in the prosecution of said Contract (collectively, the "Claimant(s)"). Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.
3. **QUALIFICATION.** Surety companies executing this Bond must appear on the United States Treasury Department's most current list (Circular 570, as amended) and be authorized to transact

business in the Texas, hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law, and/or be otherwise qualified to act as a Surety under Texas Insurance Code, Chapter 3503.

4. **VENUE.** The obligations of the parties under this Bond shall be performable in Travis County, Texas and shall be construed under the laws of the State of Texas. If legal action, such as civil litigation, is necessary in connection with this Bond, exclusive venue shall be in Travis County, Texas.

**THIS BOND** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY (seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

[ATTACH POWER OF ATTORNEY]

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

[Additional signatures, if any, appear on  
attached page]

ATTEST: \_\_\_\_\_

## APPENDIX C

### Forms to Complete and Return

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Conflict of Interest Questionnaire (CIQ form)
- (3) Disclosure of Relationships with City Council/Officers (City Charter)
- (4) Historically Underutilized Business Form
- (5) Certification Regarding Debarment
- (6) Non-collusion Affidavit
- (7) Resident Certification
- (8) Texas Public Information Act
- (9) Drug Free Workplace
- (10) Interlocal Cooperative Contracting



**Submission of Bid/Proposal and Acknowledgment of  
Addenda RFP No. 2026-001 Issued by City of Pflugerville,  
Texas**

The entity identified below hereby submits its response to the above identified RFB. The entity affirms that it has examined and is familiar with all of the documents related to RFB.

**DECLARATION OF INTENT**

I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.  
or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No \_\_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_\_ issued \_\_\_\_\_

Date : \_\_\_\_\_

Bid of (entity name) \_\_\_\_\_

Signature of Person Authorized  
to Sign Submission: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **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>. 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.

**DISCLOSURE OF RELATIONS WITH  
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF PFLUGERVILLE**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

**1. Name of Entity/Business/Person doing business with City:** \_\_\_\_\_

Is the above entity: **(Check one)**

- ☐ A corporation      ☐ A partnership      ☐ A sole proprietorship or an individual  
☐ Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

**2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Pflugerville?**

- ☐ NO -- there is no such relationship between Entity/Business/Person and the City of Pflugerville.  
☐ **YES, a person who is a/an**    ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

**is:** **(Check all applicable boxes below)**

- ☐ related to by blood or marriage\*    and/or    ☐ a member of the same household as  
and / or    ☐ financially dependent upon\*\*    and/or    ☐ financially supporting\*\*  
☐ City Council member,    ☐ officer    or    ☐ employee.

\* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Pflugerville, or that Council member, officer or employee of City of Pflugerville provides to owner, principal or manager of #1.

If **YES**, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

**3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?**

☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

☐ **YES, a person is** **(Check all applicable boxes)**

- (a) ☐ City Council member, ☐ officer or ☐ employee ,  
(b) **and is**    ☐ an owner, ☐ a principal, or ☐ a manager    of the entity/business/person listed in #1,  
**or**    ☐ an employee or ☐ an independent contractor    of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**The selected contractor or vendor is required to complete this form**

**CITY OF PLUGERVILLE**  
**Purchasing Services**  
**Historically Underutilized Business**

The City of Pflugerville is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Historically Underutilized Business (HUB) means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service-Disabled Veterans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

☐ YES                      ☐ NO

**If yes, check one of the blocks (indicate male or female):**

**Black M/F** ☐;    **Hispanic M/F** ☐;    **Woman** ☐;    **Asian M/F** ☐;

**Native American M/F** ☐;    **Service Disabled Veteran of 20% or more M/F** ☐.

**HUB certified** ☐ YES                      ☐ NO

Visit <https://texashub.gob2g.com/> to become a certified HUB

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

EMAIL/PHONE: \_\_\_\_\_

PRODUCT/SERVICE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**INSTRUCTIONS FOR CERTIFICATION REGARDING**  
**Certification Regarding Debarment, Suspension, Ineligibility,  
and Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

RFB/RFP #: \_\_\_\_\_

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company \_\_\_\_\_

Name and Title of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name:

Title:

Company:

Date:

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_

A.D., 20\_\_\_\_.

(Seal)

Notary Public Signature



## RESIDENT CERTIFICATION

### **Texas Government Code - Chapter 2252 “Contracts With Governmental Entity” Subchapter A. Nonresident Proposers**

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.**

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: \_\_\_\_\_

Yes, I am a Texas Resident Bidder \_\_\_\_\_ No, I am not a \_\_\_\_\_ Resident Bidder

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

# **Texas Public Information Act**

## **Steps To Assert Information Confidential or Proprietary**

All proposals, data, and information submitted to the City of Pflugerville are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

The City will comply with the Texas Public Information Act in providing any notice of any request.

**In signing this form, I acknowledge that I have read the above and further state:**

☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: \_\_\_\_\_

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
  - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the work place;
    - (2) the contractor's policy of maintaining a drug-free work place;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
  - (e) Notifying the City of Pflugerville within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: \_\_\_\_\_

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

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Print Or Type Name And Title: \_\_\_\_\_



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response.

However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor

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

Agree \_\_\_\_\_

Disagree \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX F

## Specifications

**\*MAPS ARE LOCATED ON BIDNET\***

## **ATTACHMENT "A"**

### **Scope of Work**

#### **City of Pflugerville Streets Department**

Drainage Mowing and Right of Way Maintenance Contract. The purpose of this contract is to provide mowing services to selected locations for Right of Way and Drainage maintenance. The following scope of work will outline the expectations and work to be completed.

#### **General Specifications:**

- **It is the responsibility of the bidder to visit all sites.**
- All areas to be mowed according to the attached spreadsheets and location maps. Mowing areas and limits to follow the location maps as marked. This will be checked after each visit for mowing by the City of Pflugerville Streets Department prior to processing any invoices sent for payment. Failure to complete or meet expectations on the scheduled visit must be completed within 1-3 business days upon request of the City. Failure to complete the mowing and maintenance as outlined in the following guidelines will result in non-payment or forfeiture of contract agreements.
- All work shall be performed Monday-Friday between 7:30am and sunset only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.
- All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: **hearing and eye protection**, safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
- During term of agreement, contractor must provide to contract administrator with a working telephone number. The telephone must be answered during normal working hours.
- Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices will be paid on a net 30 basis by the City of Pflugerville. Contractor is not to invoice the City until the cycle is complete and the City has been informed that the cycle is complete. Invoicing before a cycle is complete can result in termination of the contract.
- If there appears to be any illegal dumping, such as fencing material or tree limbs, the

contract administrator shall be contacted.

- Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
- Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Pflugerville.
- Contractor and employees will always be courteous to the public while at the work site. Conflicts or potential conflicts shall be reported to the contract administrator within 24 hours.
- Contractor will work as an independent contractor and not as an agent, representative, partner or employee of the City of Pflugerville, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
- The contractor's employees shall report to work in clean uniforms, including shirt and pants. The contractor's company name shall be displayed on the employee's shirt. Employees shall wear a shirt at all times.
- The contract administrator has the sole decision over whether the weather/soil/turf conditions are appropriate for maintenance. Failure of the contractor to abide with the contract administrator's decision can result in termination of contract.

### **Scope of Work Right of Way Mowing:**

All Right-of-Ways will be mowed and maintained once a month from November through January and then twice a month from February through October, for a total of (21) times annually.

- The contractor shall be responsible for picking up and removing all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks, curbs and streets. Large items such as tires, furniture, piles of debris, more than one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will be removed by contract administrator.
- Mow and trim (10') minimum behind all sidewalks and/or back to the existing mow line, curb & gutter, guardrails, and or edge of pavement.
- Mowing Height – 3" – 4" minimum
- Mow all grass strips between sidewalk and curb & gutter.

- Edge all curb & gutter lines, sidewalk edges, asphalt/concrete hard edges, and retaining walls.
- Weed eating and trimming of all asphalt/concrete edges, sidewalks, curb & gutter, guardrails/posts, ditch lines, all traffic sign posts, fire hydrants, storm pipe inlets and outlets.
- All mowing and trimming to blend in with the surrounding areas.
- All curb & gutters and catch basin inlets to be cleared of debris, sediment build-up, weeds, and trash.
- All asphalt/concrete joints, curb & gutter joints, sidewalk joints, catch basin inlets, guardrail posts, and median island joints to be treated with herbicide and cleared of any growth, living or dead.
- All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall be removed from sidewalks, trails, curbs and streets but shall not be collected and bagged.
- Sidewalks to be cleared of obstructions; limbs, shrubs or any object that would obstruct sidewalk passage.
- If there appears to be any illegal dumping, such as fencing material or tree limbs, the contract administrator shall be contacted.

### **Scope of Drainage Mowing:**

All Drainage will be mowed and maintained once a month, spaced out evenly weather permitting for the duration of the contract.

- Mowing Height – 3” – 4” minimum
- All curbs/sidewalks shall be edged with every mowing cycle.
- Areas that cannot be reached with mowers such as around signs, poles, trees, planted bed edges, lake shore, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material.



Trimming shall be completed concurrently with mowing on every cycle.

- The contractor shall be responsible for picking up and removing all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks, curbs and streets. Large items such as tires, furniture, piles of debris, more than one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will be removed by contract administrator.
- All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall be removed from sidewalks, trails, curbs and streets but shall not be collected and bagged.