



*where quality meets life*

# PFLUGERVILLE TEXAS

Bid Number 2020-9  
Bid Title Replacement of fence at Scott Mentzer Pool

Bid Start Date February 12, 2020  
Bid closing Date February 27, 2020 @ 2:00 PM

Bid Contact Suzie Galloway, Project Manager  
512-990-6350  
[suzieg@pflugervilletx.gov](mailto:suzieg@pflugervilletx.gov)

Contract to begin upon acceptance from the City Council. The City of Pflugerville will issue a purchase order when the contract has been awarded.

#### Standard Disclaimer

The right is reserved to accept or reject all or part of the bid. The City further reserves the right to waive technicalities and formalities as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City; and to accept the offer considered most advantageous to the City by total bid. The City of Pflugerville will award to the lowest responsible bidder who provides goods or services at the best value to the city.

#### Bid Information

1. Specification sheet with pricing information along with site map exhibit A, & exhibit B specifications attached.
2. Certificate of insurance must be included with bid documents (see attached requirements).
3. Completed W9.
4. Purchasing contract rider.
5. HB 1295 information attached.
6. Reference Sheet.

All documents herein and attached are required to be completed and returned with your response. Bid documents may only be downloaded @ <http://www.texasbidsystem.com>.

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

City of Pflugerville  
Bid Number: 2020-9  
Bid Title: Replacement of fence at Scott Mentzer Pool  
Closing date: February 27, 2020 @ 2:00pm

Tax ID No: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

How many years in business: \_\_\_\_\_

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

City State & Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Business Entity Type: \_\_\_\_\_

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

Scope of Work:

Removal and haul-off of existing fence including associated concrete footings and any spoils. Installation of 545 linear feet of 8' steel ornamental fence as shown in Site Location Map in Exhibit A, two (2) 4'x8' pedestrian gates, one (1) 5'x8' Ameristar Exodus Egress Gate System pre-hung pedestrian gate with self-closing mechanism, two (2) 12'x8' double door access gate with drop rods, all in Black finish. Installation of fence shall include all components (i.e., panels, posts, gates, hardware) required. Fencing and all gates shall conform to specifications in Exhibit B.

Total Price \$ \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal Antitrust laws, nor communicated directly or indirectly, The bid made to any competitor or any other person engaged in such line of business.”

**Bids are due to the City of Pflugerville Attn: Sabrina Schmidt, 100 E Main St. Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville, Attn: Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.**

**Bid is due by February 27, 2020 @ 2:00pm.**

**Sealed envelope must have bid number, opening date & time in lower left hand corner. Bidder's name must appear on the outside of the envelope.**

MENTZER POOL - EXHIBIT A





## Egress Gate System – PreHung Gate Construction Specification – SECTION 32 31 19

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the egress gate system defined herein at Mentzer Pool in Pflugerville, Texas.

#### 1.2 RELATED WORK

Section \_\_\_\_\_ - Earthwork

Section \_\_\_\_\_ - Concrete

Section \_\_\_\_\_ - Fence & Gates

#### 1.3 SYSTEM DESCRIPTION

The manufacturer shall supply a total egress gate system of the Ameristar® Exodus® Direct and 1" picket w/ expanded metal infill. The system shall include all components (i.e., gate, jamb frame, infill, and hardware) required. Manufactured by Ameristar Fence Products, Inc. in Tulsa, Oklahoma, or a fence system equal to these specifications.

#### 1.4 QUALITY ASSURANCE

Pre-hung gate system produced by a manufacturer with minimum 10 years experience in gate manufacturing. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

#### 1.5 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.
- IBC Group I-2 Egress Requirements

#### 1.6 SUBMITTAL

The manufacturer's submittal package shall be provided prior to installation.

#### 1.7 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

#### 1.8 PRODUCT WARRANTY

Gate system (i.e. gate, jamb frame, and infill) shall be warranted within specified limitations, by the manufacturer for a period of three (3) years from date of original purchase. Warranty shall cover any defects in workmanship and material finish, including cracking, peeling, chipping, blistering, or corroding. See full product warranty online or request from Ameristar.

## **PART 2 - MATERIALS**

### **2.1 MANUFACTURER**

The gate system shall conform to the Ameristar Exodus Egress Ameristar® Exodus® Direct and 1" picket w/ expanded metal infill. The system shall include all components (i.e., gate, jamb frame, infill, and hardware) required. Manufactured by Ameristar Perimeter Security in Tulsa, Oklahoma, or a fence system equal to these specifications. Please contact Matt Bean at 888.333.3422 for additional information.

### **2.2 MATERIAL**

- A. Steel material for gate framework (i.e. jamb frame & gate), shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90.
- B. Infill frame shall be 12ga steel. Expanded metal mesh shall be 3/4" x #9 flattened or Perforated metal mesh shall be 3/16" round x 1/2" x 18ga.
- C. Ornamental picket infill material shall consist of 1" square x 14 Ga. tubing for pickets. Pickets shall be spaced no greater than 5" o.c. Infill frame shall be 12ga steel. Expanded metal mesh shall be 3/4" x #9 flattened or Perforated metal mesh shall be 3/16" round x 1/2" x 18ga.
- D. If applicable - material for pales shall be 2.75" x .75" x 14ga. corrugated shape. Standard pale spacing shall be no greater than 6" o.c. or anti-scale pale spacing at no greater than 4.25" o.c.
- E. Gate shall be 1.75" x 14ga steel reinforced structural design with 1/4" plate reinforced hinge mounting.
- F. Hinges shall be stainless steel five knuckle bearing hinges with non-removable pin and stainless steel fasteners.
- G. Removable mullion (Exodus Double only) shall be L980 Lockable Mullion.

### **2.3 FABRICATION**

- A. Gate shall be pre-drilled to accept appropriate hardware set. Infill frames shall be fabricated as a single unit. Frame shall be of welded construction inset with mesh filler, attachment to gate frame by means of security fasteners.
- B. Gate jamb frame shall be fully welded consisting of 3" x 12ga square tubing for main jamb, 1" square gate stop, and strike mounting block, with gate stop bumpers. Jamb to include an electrical access point with conduit point of connection. Electrical connection to gate by means of Power Transfer connection mounted in jamb and gate. Gate shall be pre-assembled.
- C. Gate threshold to be mounted with fasteners allowing for placement below grade or removal after gate installation.
- D. Gate shall have clear opening (from gate stop to face of gate open to 90 degrees) of 41.5" meeting IBC Group I-2 Egress requirements.
- E. Gate hardware to consist of exterior rated devices. Gate and hardware to be pre-assembled prior to shipping.
- F. The manufactured galvanized gate shall be subjected to a multi-stage pretreatment/wash, followed by a dual stage coating process consisting of a cathodic electro-coat epoxy primer base coat and an electrostatic spray topcoat application, a PermaCoat® powder coat system. Steel framework is subjected to a six-stage pretreatment/wash followed by an electrostatic spray application of PermaCoat Color System, a two-coat powder system. The base coat is a thermosetting epoxy powder coating (gray in color). The top coat is a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

**PART 3 - EXECUTION**

**3.1 PREPARATION**

All new installation shall be laid out by the contractor in accordance with the construction plans.

**3.2 GATE INSTALLATION**

Post installation for flange mount systems shall be spaced according Table 1. Posts set in concrete footers shall have a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as flanged, plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

**3.3 GATE INSTALLATION MAINTENANCE**

When cutting/drilling gate components or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

**3.05 CLEANING**

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Exodus Egress Gate – Flange Mounting Option					
Post Type	Square				
Post Size	2.5"	3"	4"	6"	8"
Post Setting On Center - single / double	58.5" / 103.5"	59" / 104"	60" / 105"	62" / 107"	64" / 109"
Inside Post Spacing - single / double	56" / 101"	56" / 101"	56" / 101"	56" / 101"	56" / 101"
Post Type	I-Beam				
Post Size	3"		4"		
Post Setting On Center - single / double	60.25" / 105"		60.25" / 105"		
Inside Post Spacing - single / double	58.75" / 102.25"		58.75" / 102.25"		

Table 2 – Coating Performance Requirements		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																							
<b>2</b> Business name/disregarded entity name, if different from above																							
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td style="width: 25%;"><input type="checkbox"/> C Corporation</td> <td style="width: 25%;"><input type="checkbox"/> S Corporation</td> <td style="width: 25%;"><input type="checkbox"/> Partnership</td> <td style="width: 25%;"><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5" style="padding: 5px;"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</td> </tr> <tr> <td colspan="5" style="padding: 5px;"><small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></td> </tr> <tr> <td colspan="5" style="padding: 5px;"><input type="checkbox"/> Other (see instructions) ▶ _____</td> </tr> </table>			<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>					<input type="checkbox"/> Other (see instructions) ▶ _____					<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate																			
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																							
<small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																							
<input type="checkbox"/> Other (see instructions) ▶ _____																							
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																					
<b>6</b> City, state, and ZIP code																							
<b>7</b> List account number(s) here (optional)																							

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>											-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-											
<b>or</b>																				
<b>Employer identification number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>											-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-											

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*



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.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial General (Public) Liability to include coverage for: Premises/Operations Or Products/ Completed Operations Independent Contractors Personal Injury Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate  2,000,000 combined single coverage 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.

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**  
(Version October 9, 2017)

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. Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of \_\_\_\_\_, (Vendor). The Contract involved in this Rider is described as follows:

**Title of Contract:** Bid # 2020-9 Replacement of Fence at Scott Mentzer Pool

**2. Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. 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.

**3. 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.

**4. Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**5. Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

**6. 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.

**7. 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 not 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.

**8. 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.

**9. 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.**

**10. 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.

**11. 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 contract has fully read and understood the terms and conditions for*

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

*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.

**12. 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.

**13.** The City of Pflugerville 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 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

**14. 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)

**15. 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.



**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**16. 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.

**17. 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)

**18. 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.

**19. 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)

**20. 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.

**21. 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.

**22. 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, signed, and notarized 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.

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**CITY OF PFLUGERVILLE, TEXAS**

**VENDOR**

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

City Manager

\_\_\_\_\_

Title: \_\_\_\_\_

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

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

The Texas Legislature approved HB 1295 during its last Legislative session and the date for implementation of the new process was January 1, 2016.

To comply with this new mandate, the City must ask all business entities contracting with the City for items that are approved by Council to follow the new rules. Additional information about these new requirements can be accessed on the [Texas Ethics Commission website](#) and a flowchart and sample form are attached for your reference.

Please complete this form electronically on the Texas Ethics Commission web site at <https://www.ethics.state.tx.us/main/file.htm>. The completed Form 1295, Certification of Filing, must then be printed, and returned to the City along with the signed contracts.

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2020-9

Replacement of Fence at Scott Mentzer Pool

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.