

**Request for Proposal  
For  
The City of Pflugerville  
RFP 2021-7  
Delinquent Municipal Court Case  
Collection Services**

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City of Pflugerville, Texas  
100 E Main Street  
Pflugerville, Texas 78660

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**RFP SUBMITTAL DEADLINE: May 24, 2021 @ 2:00pm**

## Notice to Qualified Firms

The City of Pflugerville, Texas (“City”) presents a **Request for Proposal (“RFP”)** to solicit interest from prospective firms qualified in the area of Delinquent Municipal Court Case Collection Services until May 24, 2021 @ 2:00 PM.

This outlines the process to be utilized by the City in selecting a competent firm from which the City may negotiate contracts for professional services that will be necessary to complete collections on delinquent City of Pflugerville Municipal Court fines, court costs, and fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure. All applicant firms will be reviewed to determine qualifications and competence and the qualified firms will be reduced to a final pre-qualified list of firms.

Any questions or correspondence related to this RFP must be received before 5:00 PM on May 20, 2021 via email to Sabrina Schmidt at [sabrinas@pflugervilletx.gov](mailto:sabrinas@pflugervilletx.gov)

**This RFP will be available on Texasbidssystem.com ONLY.**

Parties are responsible for monitoring the website for information concerning the RFP and any addenda issued. The City will accept the RFP by mail at City of Pflugerville, PO Box 589, Attn: Sabrina Schmidt, Pflugerville, TX 78691, or hand delivered to the City of Pflugerville, Attn: Sabrina Schmidt, 100 E. Main Street, Suite 100, Pflugerville, TX 78660.

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

# REQUEST FOR PROPOSAL

## RFP 2021-7

### Delinquent Municipal Court Case Collection Services

#### PROPOSED SCHEDULE OF EVENTS

<u>TASK/EVENT</u>	<u>DATE</u>
Advertise the RFP .....	May 12-19, 2021
Deadline for questions .....	May 20, 2021
Receipt of Proposals – Closing Date .....	May 24, 2021
Recommendation to City Council/Award .....	June 8, 2021
Contract Start Date .....	July 1, 2021

The proposed schedule of events is tentative and may be modified throughout the RFP process as events unfold.

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## TERMS

Contract term and option to renew: The successful Proposer(s) will be awarded a one (1) year contract to begin after City Council approval. The contract may be extended for up to two (2) additional one (1) year terms, provided all terms and conditions, except for the contract period being executed, remain unchanged and in full force and effect. If either party wishes to cancel the contract prior to a renewal term, then they may do so by providing written notification sixty (60) days prior to the renewal date.

The successful Proposer(s) shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City of Pflugerville.

This contract will be governed and construed according to the laws of the State of Texas.

The terms and conditions of the contract awarded pursuant to the proposal are fully performable in Travis County, Texas and venue for any dispute regarding contract shall be in Travis County, Texas.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

Upon termination of the awarded contract, the collection company/firm shall have an additional ninety (90) days after termination to complete collections on costs, fines and fees that have been referred to the company/firm. By the end of the 90 day period, all uncollected fines/accounts shall be returned to the City.

## **RFP SUBMITTAL DEADLINE AND DELIVERY LOCATION**

Sealed RFP submittals must be submitted by 2:00 PM on May 24, 2021

**Delivery Address**  
City of Pflugerville  
Attn: Sabrina Schmidt  
100 E. Main Street, Suite 100  
Pflugerville, Texas 78660

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Faxed or exclusive electronic submittals will not be accepted in response to this RFP.

The City designates the following as its representative and Point of Contact for this RFP. Firms and interested parties shall restrict contact with City of Pflugerville staff and direct all questions regarding this RFP to the following Point of Contact:

Sabrina Schmidt, Purchasing  
[sabrinas@pflugervilletx.gov](mailto:sabrinas@pflugervilletx.gov)

Proposers are encouraged to submit concise and clear responses to the RFP. The City reserves the right to include the proposal, or any part of the selected proposal, in the final contract.

## SCOPE OF SERVICES

**SCOPE OF WORK:** The intent of this Request for Proposal and resulting contract(s) is to obtain proposals from a qualified private attorney or a public or private vendor with adequate personnel, skip tracing and data processing capabilities to properly process and collect the City's delinquent Municipal Court fines, court costs, and fees pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

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

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

1. Provide for the collection of delinquent Municipal Court fines, court costs, and fees by personnel with the education and knowledge of all laws relevant to delinquent criminal and traffic case collections.
2. Prepare and send such notices to delinquent defendants as may be required by law or as may be advisable for the purpose of expediting collections and/or case compliance.
3. Provide such additional services to expedite the collection of delinquent Municipal Court fines, court costs, and fees. This should include some level of access to the service provider's database as it relates to the court's files.
4. Provide for the electronic transfer of cases between the Municipal Court case management software, Tyler Technologies and the collection agency. The electronic transfer of cases must allow for daily payment and adjustment updates, case closure reports, and new case reports.
5. Provide the Municipal Court with a template of all letters and correspondence that will be delivered to the defendant on behalf of the City and the City has the ability to make any revisions deemed necessary. The notice shall conform with all applicable laws, and must include: necessary case information regarding the defendant's right to enter a plea or go to trial on any unadjudicated offense, information regarding ability to pay, and the Municipal Court's contact information.
6. Provide a quarterly report of delinquent fines, court costs, collection fees, and updates on collections activities to the Department Director of the Pflugerville Municipal Court.
7. Prepare additional reports and updates based on reasonable requests from the City and the Municipal Court including, but not limited, to the ability to provide reports on performance measures, number of letters sent, telephone contacts attempted, and skip trace attempts.
8. Perform a reconciliation and/or audit at minimum once per year. The service provider will send a file of the outstanding cases in alphabetical order with case/docket numbers with outstanding amounts to the Municipal Court for review.

For specific information on this Request for Proposal, see Appendix A at the end of this packet.

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

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

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

The relevant amounts of delinquent Municipal Court Cases for the City of Pflugerville are estimated as follows:

Approximately 10,300 court warrant cases (Appendix A) with an approximate value of \$3,437,000.

## QUALIFICATIONS/REQUIREMENTS

The following elements must be included in the following order:

1. **Title Page** – Display the RFP title (“**RFP 2021-7 Delinquent Municipal Court Case Collection Services**”), the name of the proposer’s company/firm, local address, telephone number, name of contact person, and date.
2. **Table of Contents** – Clearly identify the material by section and page number.
3. **Executive Summary** – A brief summary highlighting the most important points of the proposal. Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers. Make any explanations or exceptions pertaining to the specifications. The summary should not exceed three (3) pages.
4. **Company/Firm Background and Personnel**
  - a. Provide information about the number of full-time staff in your office that will be assigned to the City’s account.
  - b. List by name and job description the individuals employed by your company/firm who will provide direct collection services to the City’s Municipal Court. Include their educational background and experience in that type of role, number of years at your company/firm, amount of time assigned to the City’s account, professional designations and licenses.
  - c. Describe any regulatory censure and/or any litigation filed against your company/firm or its employees during the past ten (10) years, including the outcome or current status.
  - d. State the county, cause number, style of case and information regarding any litigation that your company/firm has brought against any of its clients in the last ten (10) years, including the outcome or current status.
  - e. Describe how your company/firm keeps your employees informed of developments and changes in regulations that are relevant to the collections generally.
  - f. Disclose the number of complaints filed against the company pursuant to the Fair Debt Collection Practices Act (as amended) and/or the Fair Credit Reporting Act (Title 15 US Code) and the number type of sanctions promulgated against the Proposer(s) by the Federal Trade Commission or other governmental entities based on filed complaints.

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

- a.** Indicate the experience in the collection of delinquent Municipal Court fines, court costs and fees that your company/firm has in the office that will be responsible for this account.
- b.** Provide a complete list of entities that you provide collection services for including name, address, phone number of the contact person and length of time they have been your client and type of collections.
- c.** Indicate how many clients for municipal court collections of delinquent fines, court costs, and fees you have gained in the last 12 months and how many you have lost in the last 12 months and explain the loss of each client.
- d.** Submit at least one reference from a financial institution that may be contacted regarding proposer's financial ability to perform under the proposed contract.

## **6. Delinquent Accounts Receivable:**

- a.** Describe the methods you will use in the collection process. Defendants will be referred to the City of Pflugerville Municipal Court to submit payment. Sample documents will be beneficial. Include such methods as producing and mailing collection letters, delinquent statements, notifications and other similar mailings, follow-up calls, and handling inquiries from customers. The City of Pflugerville Municipal Court reserves the right to review and amend in line with current business practices and statutory requirements.
- b.** State how your company/firm researches proper addresses and ownership for delinquent accounts.
- c.** Provide samples of your collection reports.
- d.** Provide in detail the information and assistance you will require from City staff.

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

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

## **8. Additional Information Required:**

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

## EVALUATION OF PROPOSALS

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

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

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

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

**SUBMISSION OF PROPOSAL:** To be considered; one (1) original copy bound and sealed proposal and flash drive containing the proposal must be received by the deadline date and time as noted on the RFP Cover Sheet. Proposals shall be submitted in complete sets, inside a sealed envelope clearly marked on the outside with the bid opening date and **"RFP 2021-7 Delinquent Municipal Court Case Collection Services"**.

Proposals may be mailed or hand delivered to:

City of Pflugerville  
Attn: Sabrina Schmidt  
100 E. Main Street, Suite 100  
Pflugerville, Texas 78660

A duly authorized official of the Proposer, having authority to legally and contractually bind the Proposer, must sign proposals. Unsigned proposals will NOT be considered by the City and will be returned to the Proposer.

**INDEPENDENT CONTRACTOR:** The successful Proposer will be an independent contractor under the proposed Contract. Professional services provided by the successful Proposer shall be by the employees or authorized subcontractors of the successful Proposer and subject to supervision by the successful Proposer, and not as officers, employees or agents of the City. Proposer will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

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

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

**TAX CERTIFICATION AND OFFSET OF OTHER DEBTS AGAINST CITY:** Proposer hereby certifies that it is not delinquent in the payment of taxes owed to City and will pay any taxes owed to City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the agreement at the option of City. Furthermore, Proposer agrees that City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by City to Proposer, pursuant to the awarded contract, for any debt, claim, demand, or account owed to City including other than the taxes mentioned above. City may withhold, from payment under the awarded contract, an amount equal

to the total amount of debts, claims, accounts, or demands including taxes owed to City by Proposer. City may apply the amount withheld to the debts and taxes owed to City by Proposer until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due, shall affect the right of City to offset the taxes and the debt against the same.

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

## CITY OF PFLUGERVILLE

### LITIGATION DISCLOSURE

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

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

Circle One                      YES                      NO

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

Circle One                      YES                      NO

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

Circle One                      YES                      NO

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

## CERTIFICATION

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

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

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

P.O. Box or Street                      City                      State                      Zip

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

P.O. Box or Street                      City                      State                      Zip

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

P.O. Box or Street                      City                      State                      Zip

Federal Tax ID No.: \_\_\_\_\_

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

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

# **THE CITY OF PFLUGERVILLE, TEXAS**

## **RESERVATION OF RIGHTS**

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

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

13. Disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
16. Disqualify any firm that changes its RFP submittal without the City's authorization.
17. Exercise any other right reserved or afforded to the City of Pflugerville under this RFP. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

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

## **APPENDIX A**

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

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

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

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

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

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

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

The Municipal Court processed an average of approximately 6,200 cases annually for the past two years. There are currently approximately 10,300 warrant cases in which a defendant has failed to appear or failed to comply with an existing court order with assessed fines, court costs, and fees of approximately \$3,437,000.

**APPENDIX B  
CITY OF PFLUGERVILLE  
GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act.  
Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State

Comptroller of Public Accounts Ruling No. 95-0.09, as amended.  
Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

#### 4. **Submission of Bid**

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

- Governing law other than the law of the State of Texas
  - Venue other than Travis County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Pflugerville. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address: City of Pflugerville  
Attn: Sabrina Schmidt  
100 E. Main Street, Suite 100  
Pflugerville, TX 78660

#### 5. **Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to Sabrina Schmidt at [sabrinas@pflugervilletx.gov](mailto:sabrinas@pflugervilletx.gov). All bids shall be valid for a period of ninety (90) days after the bid opening.

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (c) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
  - \* Falsification of information provided in bid response;
  - \* Non-observance of safety requirements;
  - \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
  - \* Substantial failure to adhere to contractually agreed-upon schedules; and poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination

for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- \* Unit price
- \* Total Bid price
- \* Terms and discounts
- \* Delivery date
- \* Product warranty
- \* Special needs and requirements of City
- \* Past experience with product/service
- \* City's evaluation of the bidder's ability, financial, strength, and ethical standards
- \* Quality of the bidder's goods or services
- \* Bidder's past performance
- \* Demurrage charges, freight costs and mileage
- \* Estimated costs of supplies, maintenance, etc.
- \* Estimated surplus value, life expectancy
- \* Results of testing samples
- \* Conformity to specifications
- \* Training requirements, location, etc.
- \* Location of maintenance facility/service person; ability to provide for minimum down time
- \* The total long-term cost to the municipality to acquire the bidder's goods or services

- (d) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (e) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (f) Prices must be quoted "F.O.B. Destination (Pflugerville) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (g) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (h) As stated in Section 271.905 of the Texas Local Government Code, "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 competitive sealed Bid 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 municipality, 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."
- (i) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid 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 an expenditure 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

local government 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.”

#### **11. Bid Protest**

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

## **12. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (j) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
  
- (k) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

## **13. Termination of Contract**

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

**14. Assurance of Compliance**

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

**15. Conflict of Interest Disclosure Questionnaire**

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

(l) in the case of a substantial interest in a business entity the action on the matter will have a

special economic effect on the business entity that is distinguishable from the effect on the public; or

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

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Pflugerville, including affiliations and business and financial relationships such persons may have with the City of Pflugerville. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

#### **16. Gratuities**

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

#### **17. Kickbacks**

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

#### **18. Venue for Legal Action**

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

#### **19. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**20. Insurance**

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

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

Property Damage

- (1) Each Occurrence - \$1,000,000

C. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm> and provide the City with a certified copy prior to Council approval of the Bid award.

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

OFFICER USE ONLY

Date Received

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

1.]  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.)

1.] Name of local government officer about whom the information in this section is being disclosed.

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

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by 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?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

\_\_\_\_\_  
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/LG176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG176.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.

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](#).

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.

**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:** RFP 2021-7 Delinquent Municipal Court Case Collections Services

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