

**STANDARD CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF
PFLUGERVILLE, TEXAS**

1. Application. This *Standard Contract and Purchasing Rider* (“Rider”) applies to, is part of, and takes precedence over any conflicting provision in the attached contract or any of its attachments, as marked and attached hereto as **Exhibit A**, and which specifies the scope of work or services that the City of Pflugerville (“City”) requires to be performed or provided. The attachment(s) and this Rider are collectively referred to herein as the “Contract”. The Contract is with _____ (“Vendor”) and is by and between the City of Pflugerville, Texas, and Vendor (collectively, the “Parties”). The Contract is generally described as follows:

Title of Contract: _____

Services or Products, in General: _____

2. Multiyear Contracts. The Parties agree the City shall have the right to terminate the Contract at the end of any City fiscal year (September 30) 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 cause such termination by giving Vendor a written notice of termination on or before 60 days prior to the end of its then current fiscal year. The City’s fiscal year starts October 1 and ends September 30 of the following year.

3. Best Value Determination. Where applicable, the City evaluates all competitive bids or proposals (collectively referred to as “offers”) received based on the best value for the City. The City determines “best value” by considering any relevant criteria specifically listed in the City’s solicitation for goods or services and by considering all or part of the criteria listed below:

- a. Offer price.
- b. Reputation of the bidder or proposer (collectively referred to as “offeror”) and of its goods and services.
- c. The quality of the offeror’s goods or services.
- d. The extent to which the goods or services specifically meet the City’s needs.
- e. The offeror’s past relationship with or performance for the City. The City shall evaluate all bidders or proposers based on their past performance and prior dealings with the City to include failure to meet specifications, poor quality, poor workmanship, and late delivery.

4. Abandonment or Default. A Vendor who abandons or defaults the work on the Contract and thereby causes the City to purchase or procure the goods or services elsewhere may be subject to the following actions from City: a) The City may charge the Vendor for any increased cost of goods, materials, and/or services related thereto; b) the City shall disqualify the Vendor from any re-advertisement for the goods or service; and 3) the City may choose not to consider the Vendor in future bids or proposals for a period of three years.

5. 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 Vendor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, as may be amended during the contracting period, and any orders and decrees of any court or administrative bodies in any matter affecting the performance of the Contract, including immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. **An offeror hereby certifies that it has read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies it complies with the following requirements:**

- a. Any person, partnership, corporation, limited liability partnership, or corporation that enters into a contractual relationship with the City shall certify that the person or entity does not have an existing delinquent financial liability, lien or judgment owing to the City, Travis County, Williamson County, the state or any other political subdivision of the state. The Vendor shall acknowledge that the Contract may be terminated and payment may be withheld if this certification is inaccurate (38.01)
- b. If the Vendor is a corporation, limited liability company, partnership, or limited liability partnership, the Vendor shall certify that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the agreement, and the individual executing the agreement on behalf of Vendor has been duly authorized to act for and bind the contractor. The Vendor acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. (38.02)
- c. A corporate or limited liability company Vendor shall certify that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited

liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. The Vendor acknowledges that the agreement may be terminated and payment may be withheld if this certification is inaccurate. (38.03)

- d. The Vendor agrees that any payments owing to the Vendor under an agreement with the City may be applied directly toward any debt or delinquency that Vendor the owes the state, Travis County, Williamson County, the City or any other political subdivision of the state regardless of when it arises, until such debt or delinquency is paid in full. (38.04)
- e. The Vendor certifies that it is not delinquent in their court ordered child support obligations and shall acknowledge that any agreement with the city may be terminated and payment may be withheld if this certification is inaccurate. (38.05)
- f. The Vendor covenants and agrees that in performing its duties and obligations under the Contract, the Vendor shall purchase products and materials produced in the state when such products and materials are available at a price and delivery time comparable to products and materials produced outside of the state. (38.06)

6. Compliance with all Codes, Permitting, and Licensing Requirements. The Vendor 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 Vendor shall be responsible for obtaining all necessary permits, certificates, and/or licenses to fulfill its obligations under this Contract.

7. Prohibition on Contracts with Companies that Boycott Israel. Where this provision is applicable, Vendor hereby verifies the following per Section 2271.002, Texas Government Code:

- a. Vendor does not boycott Israel; and
- b. Vendor will not boycott Israel during the term of the Contract.

8. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. Vendor hereby verifies that Vendor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

9. Prohibition on Contracts with Companies Boycotting Energy

Companies. Where applicable, Vendor hereby verifies the following per Section 2276.002, Texas Government Code:

- a. Vendor does not boycott energy companies; and
- b. Vendor will not boycott energy companies during the term of the Contract.

10. Written Verification as to Firearm Entities. Where applicable, Vendor hereby verifies the following per Section 2274.002, Texas Government Code:

- a. Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Vendor will not discriminate against a firearm entity or firearm trade association during the term of the Contract.

11. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, Vendor verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

13. 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.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suit arising from or related to this Contract shall be in Travis County, Texas.

15. 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 Vendor 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 Vendor 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 offeror with respect to the proper completion of the TEC Form 1295.

16. Authority. Each person signing below represents that he or she is duly authorized to execute the Contract on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of the Contract, to include the terms provided herein.

17. Electronic Signatures. Vendor acknowledges and agrees that, if Vendor executes the Contract with an electronic signature, (a) Vendor is signifying its intent to enter into the Contract and that the Contract be legally valid and enforceable in accordance with its terms to the same extent as if Vendor had executed the Contract using its written signature; and (b) the Contract is an electronic record executed by Contractor using its electronic signature. In the event the electronic copy of this Contract is converted to a paper contract, Contractor acknowledges and agrees that (a) its signing of the Contract also constitutes issuance and delivery of such paper contract; and (b) Contractor's electronic signature associated with the Contract, when affixed to the paper contract, constitutes its legally valid and binding signature on the paper contract.

CITY OF PFLUGERVILLE, TEXAS

VENDOR

Title: _____

Title: _____

Date: _____

Date: _____

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