



**Pflugerville ISD
1401 West Pecan
Pflugerville, TX 78660
512-594-0070**

COMPETITIVE SEALED PROPOSAL

Job Order Contract (JOC) for General Construction Services

CSP# 23-055CP

**TERMS, CONDITIONS, SPECIFICATIONS
AND BID FORMS**

| | |
|----------------------------------|---|
| PROPOSALS ACCEPTED UNTIL: | 2:00 p.m. on June 8, 2023 |
| ACCEPTANCE PLACE: | Pflugerville ISD Purchasing Department 1401 West Pecan Street Pflugerville, TX 78660 |
| CONTACT: | Craig Pruett, Executive Director of Procurement and Auxiliary Services 512-594-0070 |
| | <u>Craig.Pruett@pfisd.net</u> |

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

1. The Pflugerville Independent School District (known herein as Pflugerville ISD, the district or owner), Pflugerville, Texas, is searching for a qualified firm or firms through which to establish **Job Order Contracts for General Construction Services**. This includes maintenance, repair, alteration, renovation, remediation, and minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite. The awarded firm will be expected to provide services in accordance with specifications and conditions embodied within this document. The scope of work may change depending on building conditions. The true scope of work will be determined by a thorough examination of each site. The total number of projects will vary based on the scope of each project, the cost of each project, the time required to complete each project, and available funding.
2. The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Proposer's pre-printed forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgement letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed in writing by PISD.
3. Upon receipt of bids, the District will review the bids and may request additional information, including product or service presentations, as appropriate.
4. Any additional agreements/contracts to be signed by PISD **must** be included with the proposal.

SUBMITTAL OF PROPOSALS

5. Proposals may be submitted until **2:00 p.m. (local), Thursday, June 8, 2023** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged and read aloud.
6. Bid tabulations may be requested once an award has been made.
7. **Vendors shall submit one (1) original, and two (2) identical copies of their response. Vendor shall also submit electronic copies of their response on two (2) USB flash drives.**
8. **Submittals are to be sealed and clearly labeled as "original" or "copy" and must include the bid title, bid number, due date and time of opening. Failure to follow these instructions may result in rejection of your response.**
9. The Contractor shall honor all minimum standard warranties.

QUESTIONS

10. The deadline for submitting questions is **12:00 pm CST, May 25, 2023**. Questions should be submitted by email and addressed to the Purchasing Office to Craig.Pruett@pfisd.net. Answers to questions shall be made public by addenda to be posted on the district's website by the end of business on **May 29, 2023**. Answers shall be posted at: <http://cms.pfisd.net/Page/259>
11. **Questions will not be accepted by phone. Pflugerville ISD will only respond to questions submitted as directed above.**

TIMELINE

12. The following timeline will be used (subject to change):

| Event | Date |
|-------------------------------|-------------------------------|
| RFP Available | May 5, 2023 |
| Pre-proposal Conference | N/A |
| Vendor Questions Due | May 25, 2023 @ 12:00 pm |
| Answers Posted by | May 29, 2023 @ 5:00 pm |
| Proposals Due | June 8, 2023 @ 2:00 pm |
| Proposal Award (Anticipated) | June 29, 2023 |
| Awards Posted (Anticipated) | June 30, 2023 |
| Contract Begins (Anticipated) | June 30, 2023 |

PRE-BID CONFERENCE & SITE VISITS

13. There will be no pre-bid conference.

PERMITS AND LICENSES

14. Firms should be fully licensed to complete all work required. Copies of all applicable licenses should be provided with your response.

BONDING REQUIREMENTS

15. Payment and Performance bonds **shall be required for individual projects exceeding \$25,000.**

AWARD OF CONTRACT(S)

16. It is the intent of Pflugerville ISD to award one or more contracts to fulfill the requirements of this opportunity. However, Pflugerville ISD retains the right to award in any manner deemed to provide best value for the district.
17. The initial contract term shall begin upon approval by the Pflugerville ISD Board of Trustees (if contract value exceeds \$50,000) and shall end on **June 30, 2025**. The contract comes with the option to renew for three (3) additional one-year terms, if both parties agree.
18. **It is estimated the district may spend up to \$7,500,000 over the life of this contract. However, the district does not guarantee this amount will be spent, as the total amount spent will be determined by annual need and funding availability.**

EVALUATION CRITERIA

19. Evaluation shall be based upon the following criteria (100 points possible):
 - (1) The contract price (1-35 points).
 - (2) The reputation of the construction manager's services (1-20 points)
 - (3) The quality of the construction manager's services and personnel (1-10 points)
 - (4) The extent to which the construction manager's services meet the district's needs - including the ability to process submittals in a timely manner, the ability to complete projects timely and within budget, follow up on warranty and corrective work, performance of work with in-house trades, cost savings methodology, project scheduling ability and control, and the construction manager's current work load, etc. (1-10 points)
 - (5) Past experience with PflISD (10 points)
 - (6) Construction firm's stability -financial stability, bond rating and bonding capacity (1-5 points)
 - (7) Litigation History (1-5 points)
 - (8) Impact on the district's ability to comply with laws and rules relating to "HUB" businesses (0 or 5 points)TOTAL POINTS (100 points)

RENEWAL OF CONTRACTS

20. **If this contract has renewal options, renewal notices will be posted on the district's website located at: <http://cms.pflugervilleisd.net/Page/260>** Notices may not be sent directly to vendors.
21. It is the responsibility of each vendor to notify Pflugerville ISD of intent to change pricing, make other contract changes, or terminate the contract at least thirty (30) days prior to the end of each annual contract term.

SPECIAL TERMS AND CONDITIONS

SPECIFICATIONS (SPECIAL INSTRUCTIONS, SCOPE OF WORK AND PROPOSAL RESPONSE FORM)

The awarded vendor will be expected to provide goods and services as specified within this document. Vendors may use additional pages, and submit additional information as needed.

Special Instructions

The awarded vendor(s) will be expected to provide goods and/or services as specified within this proposal document. Proposing vendors must follow the format as described below when submitting proposals. Firms may use additional pages, and submit additional information as needed.

PROPOSAL RESPONSE. Part A – General Information. Part A is the basic information that is needed for the evaluation process.

- 1 RS Means Book.
 - a. For the purpose of establishing standardization in project proposal pricing for the minor construction, repair, rehabilitation, or alteration of a facility, the District has adopted the latest RS Means cost data books for the current year. The Proposer shall provide the titles of which RS Means books will be used.
- 2 Business History and Experience.
 - a. Number of years in business performing minor construction contracts.
 - b. Number of school districts and other government entities company has performed minor construction trade services for.
 - c. Proof of Bonding capability provided by surety firm.
- 3 Employed Personnel.
 - a. Number of currently employed full time staff (estimators, project managers, tradesmen, etc).
 - b. Number of locally (Travis and/or Williamson counties) employed full time staff, including tradesmen, office personnel.
 - c. Resume of the assigned Project Manager(s). Resumes should include as a minimum the following for each Project Manager:
 - Project history with school districts as well as general businesses
 - Minimum five (5) years of work history
 - Include company name, longevity, and dates worked
 - Key skills
 - Other information relevant to individual's specific job history that shows his/her ability to perform as a Project Manager
- 4 Good Faith Effort Plan. The Proposer shall provide with the Proposal response their plan on how they will encourage participation by minority owned or small businesses.

Part B – Proposal Differential and Percentage of Mark-up. The following pricing elements must be included within the Proposal response.

- 5 Project Proposal Differential. The Proposer shall provide a differential (percentage) based on the following:
 - a. The Project Proposal is a not-to-exceed estimate for a particular project provided to the District by the awarded Proposer.
 - b. The project proposal pricing will be based on the best and most appropriate RS Means unit price book available.
 - c. The formula for determining the project proposal shall be:
"Bare Costs – Total" column, multiplied by the Austin, Texas, City Cost Index Weighted Average of the same edition, plus or minus.
The differential proposed by the Proposer.
 - d. The project proposal shall include the Austin, Texas, City Cost Indexed Weighted Average in the equation as found within the RS Means price book.
 - e. This index number shall be the current index listed within the RS Means price book being used for the project, or the most current index available through RS Means.
 - f. If a different index is to be used, the Contractor must notify the District Representative of the change prior to the use of the new index.
- 6 Percentage of Mark-up over Actual Cost. The percentage of mark-up added to the actual costs associated with a project, not to exceed the total of the project proposal.

- 7 Additional Costs. Any other costs associated with these services shall be the responsibility of the Proposer. Prices must include all transportation costs. The District will not pay for mileage or fuel charges.
 - 8 Projects not found specifically in RS Means. Project proposals for projects that cannot be found specifically in the RS Means, the Contractor shall:
 - a. Base the project proposal on the closest type-categories found in the RS Means;
 - b. Indicate on the project proposal that the pricing is not based on a specific category but of multiple ones;
 - c. Include the codes where pricing was found.
-

Scope of Work

1. **SCOPE OF WORK** By submitting a Proposal in response to the Solicitation, the awarded Proposer (also referred to as "Contractor") agrees that the contract shall be governed by the following terms and conditions.

- 1.1. **General Requirements.** The Contractor shall:
 - a. Be expected to provide all labor, equipment, supplies, materials, superintendence and testing necessary for completion of the work, subject to the terms and conditions of the contract. The Contractor shall complete such details of work for the successful operation of area service was performed.
 - b. If subcontractors are utilized, the subcontractors will be directed and supervised by the Contractor. District reserves the first right of refusal where subcontractors are not performing in accordance with the requirements of this contract.
 - c. All work is to be done in a neat and orderly manner, in accordance with industry standards and/or required code.
 - d. All work shall be scheduled as to be safe and shall not interfere with classes or meetings in any way unless approved by the District project manager (DPM).
 - e. Normal District working hours are Monday through Friday, 7:30 A.M. to 5:00 P.M. Although services under this contract may be performed during these hours, the Contractor may often be required to work outside these hours.
 - f. At the start of a project, the Contractor shall provide the project manager with the telephone number(s) of the person or persons to be called in case of an emergency.
 - g. Contractor shall provide time schedules if requested by the District.
 - h. Projects with a Scope of Work requiring construction documents and/or drawings prepared by the project engineer/architect must adhere to the District *General Conditions - Contract for Construction* provided in Appendix D. The requirements of the project will be determined within the Scope of Work and prior to work authorization.

Purchase of Parts / Equipment for Installation.

- a. Parts / equipment will be warranted by the proposer for a period equal to or greater than the manufacturer's standard warranty. If no manufacturer's warranty is given, a minimum one year warranty from date of substantial completion and acceptance by District must be provided.
- b. The Proposer shall, unless otherwise indicated, provide only new parts and/or equipment and materials. District may specify equipment based on the District's requirements for standardization and/or history with a particular brand/model.

Commencement of Work.

- a. Contracts for services will be put into effect by means of purchase orders executed by the District. The conditions stated herein are applicable and form a part of all contract documents and a part of the terms of all subsequent purchases for services to be provided.
- b. Upon receipt of the scope of work provided by the District, the Contractor shall submit a Contractor Project Proposal form (see Appendix C for example) based on the contract pricing.
- c. All work shall commence upon acceptable work statements and schedules supplied by Contractor and agreed in writing by District. District may incorporate a Job Order Work Authorization form (see Appendix B for example) for use in addition to purchase orders for the purpose of identifying scope of work, timeline, cost, based on the Contractor's project proposal and providing work authorization.
- d. The Proposer shall provide to the (DPM) a progress reports indicating current status of all assigned projects to include verification of work schedule and percentage of project completion. This progress report will be presented during the PflSD Facilities and Construction staff meeting bi-weekly.

Codes and Requirements.

The Contractor shall comply with all Local, State and National codes and pays all applicable costs, fees and permits. All codes and standards shall be per the latest edition with all supplements and official interpretations included. District specifications take precedence when they are more stringent. Standards, ordinances and statutes take precedence when they are more stringent or conflict with District specifications.

Additional Work Requirements.

- a. The Contractor shall provide all labor, materials, transportation, tools, equipment and storage necessary to complete the work required. All standard equipment (e.g. hand tools, vehicles, basic materials hauling trailers, etc.) expected of the trades must be provided at no cost to the District. All equipment must be removed from District property once the project is complete. The Contractor shall also remove any materials and equipment when required. Trash and debris shall be disposed of in appropriate off-site locations.
- b. The Contractor may be required to visit the premises where work is to be performed prior to work authorization, as it is the Contractor's responsibility to identify all costs associated with a particular project.
- c. Any work details and materials not otherwise mentioned shall be included in the Scope of Work for the particular project(s).

Workmanship and Installation.

- a. Only thoroughly trained and experienced workers completely familiar with the items required or with the manufacturer's recommended methods of installations shall be used. In acceptance or rejection of work performed, no allowance will be made for the lack of skill on the part of the worker(s).
- b. Where details or specific installation specifications are not included, follow approved manufacturer's recommendations.
- c. Upon completion of work Contractor shall clear the job site of any and all debris at appropriate off-site locations.

Final Inspection.

- a. The Contract shall demonstrate that work completed meets the requirements of District. The District shall give final approval to all work performed.
- b. Should any portion of the work fail to meet the requirements of the District, the Contractor shall repair or replace items failing to meet requirements until items can be demonstrated to comply.
- c. Upon completion of jobs where materials are used, the Contractor shall submit proof of purchase (invoice) to District, or designated Engineer, with each payment request.

Specific Requirements.

Process Procedure. The following process is to define the procedure that may be adopted or modified by the district as applicable.

- a. *Job Order Contract project is defined.* The District determines there is a need for a minor construction project that can be done using the "JOC" contractor.
- b. *The district determines if budget is available, and assigns the project to an appropriate district representative.*
- c. *District meets with JOC to develop scope.*
- d. *Scope is written by JOC.*
- e. *Work Authorization is submitted to JOC.*
- f. *JOC prepares RS Means project proposal based on Work Authorization.* Once the JOC receives the work authorization, the JOC will prepare the required RS Means proposal based on the scope of work for the project. NOTE: During the contract and any subsequent extensions should any of the RS Means unit price books be updated, the contract shall recognize the latest version as the basis for contract pricing. The Contractor shall notify the District Representative of the change prior to using the new version.
- g. *JOC submits RS Means project proposal and signed Work Authorization to the district.* The JOC will finalize the cost numbers for the proposal (and the NTE proposal), sign, and submit the project proposal(s) to the appropriate district representative.
- h. *District reviews proposal and Work Authorization.* The district will review the cost proposal for scope, and compare the proposed cost against the budget numbers for the project.
- i. *District approves Work Authorization and creates purchase requisition.* Once it has been determined the project will move forward, the district will have a purchase requisition created to start the purchasing process.
- j. *Purchasing reviews documents for contractual requirements.* The assigned Purchasing buyer will review the submitted documents for compliance with the contract.

- k. *Upon approval, district generates purchase order to JOC. If the information submitted meets the requirements of the contract, the district will approve the purchasing requisition, and a purchase order (PO) will be generated. The PO is then delivered or mailed to the JOC.*
- l. *District and JOC schedule project.*
- m. *JOC starts project. The JOC will commence working on the project on the scheduled start date.*
- n. *JOC completes project.*

2 PROJECT MANAGEMENT.

- a. The district intends to award contracts to multiple firms.
 - b. The district reserves the right to award in any manner deemed to be in the best interest of PfISD.
 - c. The district may choose to name primary and secondary vendors.
 - d. The percentage markup may not exceed that submitted with proposal under any circumstances; however, a lower percentage will be accepted.
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PROPOSAL RESPONSE FORM

The Proposer is responsible for completing the following information per the above conditions. All information must be submitted to receive consideration.

Part A – General Information

1. RS Means Books to be utilized:

| Title | Publish Date |
|-------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

2. Business History and Experience

a. Years in business performing Minor Construction Trades services through Job Order Contracts. years

b. Number of School Districts your company has performed Minor Construction Trade services

c. Number of other government entities your company has performed Minor Construction Trade services

d. Maximum Bonding capability certified by a surety firm included with Proposal response?

Per project: _____ Aggregate: _____

3. **Availability of Services**

What types of construction services does your firm offer?

- General Construction Services
- Electrical Trade Services
- Plumbing Trade Services
- Concrete Paving and Related Services
- Asphalt Paving and Related Services
- Roof Replacement and Repair Services
- Carpentry
- HVAC Trade Services
- Flooring Services, Carpet, Tile, and Related Services
- Painting
- Landscaping
- Portable Moves and Set-Up Services
- Playground Structures and Related Services
- Other _____
- Other _____

4. **Employed Personnel**

- a. Number of currently employed full time staff that are directly related to construction services (e.g. estimators, project managers, tradesmen, etc.).
- b. Number of locally (Travis and/or Williamson counties) employed full time staff, including tradesmen, office personnel;
- c. Resume' of the assigned Project Manager(s) included with Proposal response.

Part B – Proposal Differential and Percentage of Mark-up

As indicated, project proposals will be based on a percentage differential from the RS Means standard price book, and billing amounts will be based on a fixed percentage mark-up. The Proposer is to indicate if the percentage is a positive or negative in the appropriate box the percentage proposed for each. Failure to indicate plus or minus (+/-) will cause percentage to be considered “minus”.

NOTE: The cost of a project based on the RS Means will be multiplied by the current Austin, Texas, RS Means City Cost Index Weighted Average. Consider this factor when submitting your company's percentage differential.

| Project Proposal | |
|--|---|
| % Differential to RS Means Bare Costs Total Column | Circle + or – to Indicate Proposed Differential |
| % | + -- |

| Project Payment | |
|-----------------------------|---|
| Fixed Percentage of Mark-up | Circle + or – to Indicate Proposed Differential |
| % | + -- |

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PfISD") currently has approximately **26,000** students and operates twenty-one elementary schools with grades Pre-K through grade five; seven middle schools with grades 6-8; four high schools with grades 9-12 and two alternative campuses. Other District facilities include Administration, Support Services, Technology, and Transportation Buildings.
2. Throughout the standard terms and conditions, the district will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the district. This includes bids, sealed proposals, requests for proposals, requests for qualifications and formal quotes. The terms and conditions contained herein apply to all procurement methods the district may use.

BID SUBMITTAL

3. Vendors must include the properly executed bid forms, attachments and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.
4. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In case of calculation errors, unit price shall govern.
5. It is understood that quantities, where listed, are to be considered estimated needs only. Pflugerville ISD reserves the right to increase or decrease quantities ordered as needed.
6. Bids are to be sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date and time of opening. Failure to follow these instructions may result in rejection of bid.
7. **PFLUGERVILLE ISD WILL NOT ACCEPT LATE, FAXED OR EMAILED, BIDS. PFLUGERVILLE ISD IS NOT RESPONSIBLE FOR BID DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE PFLUGERVILLE ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.**
8. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of Pflugerville Independent School District.
9. Pflugerville ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.
10. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the PfISD Director of Purchasing for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
11. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute

an admission by PfISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**

12. Samples, if applicable or when requested, shall be furnished at no cost to Pflugerville ISD. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.
13. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.
14. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Pflugerville ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.
15. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

DEVIATIONS FROM SPECIFICATIONS

17. All deviations from the general conditions and/or specifications must be listed on the Deviations Page of this bid document. Listing of deviations is an integral and required part of the official bid of each firm. Failure to list deviations as directed will hold the bidder strictly accountable to the District's specifications as written. PfISD shall be the sole interpreter as to the acceptance of any substitution. **All substitution must be pre-approved by Pflugerville ISD.**

AWARD OF CONTRACT(S)

18. Pflugerville ISD reserves the right to award the Contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price. However, the district reserves the right to award single or multiple contracts; waive technicalities or to not award any contracts as a result of this bid process. **PfISD reserves the right to award in any manner deemed to be in the best interest of the district.**
19. PfISD is environmentally conscious and prefers that vendors doing business with PfISD use packaging materials made from recycled paper, plastics, cardboard, wood, etc.
20. The specific criteria to be used for evaluation and award of this contract shall be outlined under the Special Terms and Conditions.
21. It is not the policy of the Pflugerville Independent School District to purchase on the basis of low price alone.
22. Vendors submitting an "All or None", bid will not be considered for anything other than the entire award. Therefore, a vendor who specifies "All or None" and does not submit a bid for all items solicited will be deemed non-responsive.
23. Successful vendors will be notified by an award notification letter.
24. **Pflugerville ISD reserves the right to accept or reject any or all offers, to waive formalities and to accept the offer(s) that is determined to be in the best interest of the District.**

25. These conditions are applicable and form a part of any contract documents resulting from this bid process, including purchase orders. In case of conflict, the bid documents shall take precedence.
26. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Pflugerville ISD.
27. During the term of the contract, items that may not have been included on the initial bid may be included by mutual consent of the awarded vendor and the district.
28. Unless otherwise specified within these documents, Pflugerville ISD appoints the Director of Purchasing as contract administrator with designated responsibility to ensure compliance with contract requirements.
29. Prices and/or discounts are to remain firm for one (1) year from date of award, unless otherwise specified.
30. If this is a renewable contract, PfISD reserves the right to extend the prices, terms, and conditions of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions and renewals with Vendor(s), unless mutually amended in writing and duly authorized by both parties.
31. Successful Bidder agrees to defend, indemnify and hold harmless Pflugerville ISD and all its officers, agents and employees from any and all claims or liabilities regarding death, injuries, or property damages arising out of Vendor's activities under this agreement. Successful bidder shall pay any judgment with costs which may be obtained against Pflugerville ISD for such damages.
32. The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the Pflugerville ISD Director of Purchasing. Payment can only be made to the vendor(s) awarded as a result of this bid.
33. Vendor agrees to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.
34. Vendor shall secure and pay for any fees, licenses, or permits necessary for the successful completion and proper execution of the work, be it community, city, county, or state requirement.
35. Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work site any unfit person or anyone not skilled in the required tasks.
36. Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.
37. Vendor agrees that all work related to this contract shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District. Seller shall maintain all necessary insurance coverage as required by statute as well as any additional coverage specifically required within this bid document.
38. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to PfISD. Failure to adequately address all issues of concern may result in contract cancellation.

DELIVERIES

39. Deliveries of in stock merchandise (when applicable) shall be made within five business days of receiving the purchase order. If delivery cannot be made within the required days, then notice must be given to PfISD with an expected delivery date.
40. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, Pflugerville ISD reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless :
 - A. Prior approval is given for an extended delivery date by the department affected.
 - B. The purchase order states an extended date.
 - C. The merchandise ordered by PfISD is lost in shipment and PfISD is advised and agrees to accept a later delivery date.
 - D. The vendor takes exception to the 30 day requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.
41. All deliveries shall be shipped FOB Pflugerville ISD and shall include inside delivery in the bid price. PfISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, Pflugerville ISD shall have the right to designate what method of transportation shall be used to ship the goods.
42. The title and risk of loss of the goods shall not pass to Pflugerville ISD until PfISD actually receives and takes possession of the goods in good order at the point or points of delivery.
43. All items shall be subject to inspection and rejection by PfISD for defects and/or noncompliance with the purchase order. If for any reason, any item that is rejected, proposing vendor will cover all shipping costs to and from PfISD, Pflugerville, Texas. Rejected items not picked up within one (1) week after notification will become a donation to Pflugerville ISD for disposition.

ORDERING

44. All orders must be accompanied by a purchase order or purchase order number. Ordering shall be allowed by phone, fax, in person, or by mail as long as a purchase order number is provided.
45. **Pflugerville ISD is not liable for orders accepted without a valid purchase order. Payment will not be made for services rendered or goods provided without a valid district purchase order. Failure to observe this requirement may result in contract termination.**

PAYMENT

46. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity.

47. **Invoices should be mailed to Pflugerville Independent School District, Attn: Accounts Payable, 1401 West Pecan, Pflugerville, TX 78660.** Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

48. **Do not include Federal Excise, State or City Sales Tax. PfISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.**

49. PfISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

50. PfISD agrees to notify the supplier of an error or contested invoice. PfISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

INTERPRETATION

51. PfISD shall be sole interpreter of the terms, conditions, specifications, and performance requirements contained herein.

WARRANTY AND RETURNS

52. Warranty Conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. Equipment proposals received shall be for new equipment only. Equipment refers to all hardware, software, materials and incidentals, etc. Substitutions for new equipment must be clearly stated in writing. Warranty period will be deemed to commence upon delivery and acceptance of the goods or service by PfISD.

53. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled.

54. Pflugerville ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense, for exchange or credit at the district's option within thirty (30) working school days of receipt of such materials.

55. Merchandise received from a vendor shall be new, not used or shop worn.

56. All items must meet OSHA standards of compliance and be asbestos free.

57. All items which use electrical currents must be U.L. Listing approved.

58. Pflugerville ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

TERMINATION OF AGREEMENT

59. This contract may be terminated by the PfISD for cause or convenience with a 30-day written notice. In the event of cancellation, the district will not be held responsible for loss of business or any termination expenses incurred by the bidder.

60. This contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract." Loss of funding shall constitute grounds for termination of the parties'

contractual relationship by PfISD, in whole or in part, without penalty, pecuniary risk or further liability to PfISD.

61. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

PENALTIES FOR NON-PERFORMANCE

62. If the vendor or its subcontractors fail to fulfill or abide by the terms, conditions, or specifications of the contract (including price), Pflugerville ISD's remedies include but are not limited to:

a. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or

b. Deduct charges from existing invoice totals due at the time, or

c. Cancel the contract within (30) days written notification, or

d. Award to the next lowest responsible vendor, if acceptable to PfISD.

NOTIFICATION OF CRIMINAL HISTORY

63. The attached criminal history form must be completed and returned as a part of this bid, if applicable.

64. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstances shall Vendor be allowed to use employees, agents or subcontractors on district property who have been convicted of a felony or a crime involving sexual misconduct. Vendor shall require all employees, agents and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.

65. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Pflugerville ISD property at any time.

UNIFORM COMMERCIAL CODE

66. If applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the Uniform Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

67. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.

68. Both parties agree that a good faith effort will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.

69. **This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Pflugerville, Travis County, Texas**

- 70. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 71. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
- 72. Successful bidders agree to protect PfISD from claims involving infringement of patent or copyright.
- 73. Any required notice provided to successful bidder by Pflugerville ISD shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.
- 74. **ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY PFLUGERVILLE ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT.** Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement **UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND** included in any final agreement executed between Vendor and the duly authorized representative of PfISD. In the event a separate agreement is not executed by PfISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PfISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

- 75. Individuals and business entities that wish to do business with PfISD must file a Conflict of Interest form with the PfISD purchasing department in accordance with Texas Local Government Code Chapter 176.006. The Conflict of Interest form is attached to this document and must be completed and returned as a part of your bid response.

INSURANCE

- 76. The successful contractor(s) will be required to furnish an insurance certificate with the minimum coverage listed below. PfISD requires that vendor's insurance be placed with companies that have achieved an "A" rating or better with A.M. Best. **Pflugerville ISD must be named as an additional insured and proof of insurance is required** prior to the start of the project. Any certificates of Insurance furnished as evidence of the insurance maintained by vendor shall include a clause obligating the Insurer to notify PfISD (in writing) thirty (30) days prior to cancellation or any material change in the insurance. The immunity of the owner shall not be a defense to be used by the insurance carrier.
- 77. **All bidders must furnish a certificate of insurance with their bid. Only the selected bidder(s) will be required to name Pflugerville ISD as an additional insured.**
- 78. Required insurance coverage amounts include:

TYPES OF COVERAGE LIMITSOFLIABILITY

Types of insurance and coverage amounts will vary based upon the size and scope of the individual project.

FORM A: VENDOR PROFILE

Company Name: _____

Contact Information:

Regarding Bid Process/Contract Renewals:

1. Contact Name: _____

2. Phone: _____ 3. Fax: _____

4. Address: _____

5. Email Address: _____

To Place Orders:

1. Phone: _____ 2. Fax: _____

3. Address: _____

4. Email Address: _____ 5. Website: _____

Payment Address: _____

Company Information:

Please indicate if this response is for multiple locations or divisions within your company and list applicable information:

How many consecutive years has your company been in business? _____

Has your firm done business with PflISD? Yes _____ No _____

Pflugerville Independent School District wishes to encourage the participation of minority and female owned businesses.

Is your company a minority/female (please circle) owned business? Yes _____ No _____

If so, is your company currently HUB certified through the State of Texas? Yes _____ No _____

FORM B: ACKNOWLEDGEMENT OF STATE, LOCAL & FEDERAL CERTIFICATIONS

Please read all certification and notification statements below. Each statement should be initialed by an authorized representative to indicate compliance. Failure to comply may result in disqualification. Exceptions should be noted separately.

- A. Felony Conviction Notification: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Please check the appropriate line below:

_____ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is not owned or operated by anyone who has been convicted of a felony.

_____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) _____

Initial _____

- B. Criminal History Notification: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. Certification forms, found on the PfISD Purchasing Department web page located at <http://cms.pfisd.net/Page/262>, must be completed and submitted to the PfISD Purchasing Department prior to commencement of the contract.

Covered Employees is defined as: Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying Criminal History is defined as:

- (1) a conviction or other criminal history information designated by the District;
- (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060, including an offense listed at 19 Tex. Admin. Code 249.16; or
- (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:
 - (a) a felony offense under Title 5, Texas Penal Code;
 - (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
 - (c) an equivalent offense under federal law or the laws of another state.

Initial _____

C. Certificate of Residency: The 1985 Texas Legislature passed House Bill 620 (now Chapter 2252 of Texas Government Code) relative to the award of contracts to nonresident bidders (out-of-state bidders whose corporate offices or principal place of business are outside the State of Texas). This law provides that, in order to be awarded a contract as low bidder, a nonresident bidder's response for construction, improvements, supplies or services in Texas be bid in amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

_____ I certify that my company is a "resident bidder" meaning a vendor whose principal place of business is in Texas, including a vendor whose ultimate parent company or majority owner has its principal place of business in Texas.

_____ I certify that my firm is a "nonresident bidder" meaning a vendor whose principal place of business is not in Texas, but excludes a vendor whose ultimate parent company or majority owner has its principal place of business in Texas. My company's principal place of business is in:

_____, _____
City State

Initial _____

D. Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit:

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Pflugerville Independent School District except as noted below:
4. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Penal Code, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid or proposal;
5. The bidder or proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion concerning this bid or proposal;
6. The bidder or proposer has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, improper influence, collusion, or the like, and that the bidder or proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Pflugerville Independent School District in return for the person's having exercised official discretion, power, or duty with respect for this bid or proposal;
7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Pflugerville Independent School District in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

Initial _____

- E. Non-Discriminatory Employment: Vendor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Initial _____

- F. Suspension and Debarment: Federal Law prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transaction include procurement of goods of \$50,000 or more as covered by state law or professional services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. **Pflugerville ISD does not do business with parties that have been suspended or debarred.** The prospective vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

Initial _____

- G. Clean Air and Water Act: I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102.

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Initial _____

- H. Hold Harmless Agreement: The Contractor shall defend, indemnify, and hold harmless, Pflugerville ISD and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract. The Contractor shall also defend, indemnify and hold harmless, Pflugerville ISD and all of its trustees, officers, agents, and employees, from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not to Pflugerville ISD for satisfaction of such claims. This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

Initial _____

- I. Pursuant to Section 2270.001 of Texas Government Code, the Contractor affirms that it:
1. Does not currently boycott Israel; and
 2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001 of Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Initial _____

- J. Pursuant to Texas SB 252, the contractor affirms that it is not identified on the Comptroller's list of companies known to have contacts with or provide supplies or services to a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State

Initial _____

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES

The following provisions apply when federal funds are used to make district purchases. Please read all certification and notification statements below. Each statement should be initialed by an authorized representative to indicate compliance. Failure to comply may result in disqualification. Exceptions should be noted separately.

- K. Pursuant to federal law, when federal funds are expended by the district, Pflugerville ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Initial _____

- L. Pursuant to Federal law, when federal funds are expended by the district, Pflugerville ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Pflugerville ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Pflugerville ISD believes, in its sole discretion that it is in the best interest of the district to do so. The vendor will be compensated for work performed and accepted and goods accepted by Pflugerville ISD as of the termination date if the contract is terminated for convenience by the district. Any award under this procurement process is not exclusive and Pflugerville ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of the district.

Initial _____

- M. Equal Employment Opportunity. (A) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (A) above, when federal funds are expended by Pflugerville ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Initial _____

- N. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (B) above, when federal funds are expended by Pflugerville ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Initial _____

- O. (C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (C) above, when federal funds are expended by Pflugerville ISD, the vendor certifies that during the term of an award for all contracts by Pflugerville ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Initial _____

- P. (D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Pflugerville ISD, the vendor certifies that during the term of an award for all contracts by Pflugerville ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Initial _____

- Q. (E) Buy American Provision (Federal Requirement). Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Initial _____

- R. (F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (F) above, when federal funds are expended by Pflugerville ISD, the vendor certifies that during the term of an award for all contracts by Pflugerville ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Initial _____

- S. (G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (G) above, when federal funds are expended by Pflugerville ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Pflugerville ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Initial _____

T. Record Retention Requirements. When federal funds are expended by Pflugerville ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Initial_____

U. Compliance with the Energy Policy and Conservation Act. When federal funds are expended by Pflugerville ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Initial_____

V. Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Initial_____

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Name of Company: _____

Printed Name and Title of Representative: _____

Signature

Date

Form C: CONFLICT OF INTEREST NOTICE

Pflugerville Independent School District

Notice to Vendors

Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the districts Records Administrator (in this case, the PflISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PflISD is responsible for complying with any applicable disclosure requirements. PflISD will post the required completed questionnaires on its website.

The Local Government Officers of the Pflugerville Independent School District are as follows:

Pflugerville ISD Board of Trustees

| | |
|---------|---------------------------------|
| Place 1 | Mr. David Aguirre - Secretary |
| Place 2 | Mr. Tony Hanson |
| Place 3 | Ms. Renae Mitchell |
| Place 4 | Ms. Vernagene Mott – President |
| Place 5 | Mr. Brian Allen |
| Place 6 | Ms. Jean Mayer – Vice President |
| Place 7 | Ms. Cindy Gee |

District Leadership

| Title | Name |
|---|------------------------|
| Superintendent of Schools | Douglas Killian, Ph.D. |
| Chief of Staff | Brandy Baker |
| Chief Academic and Innovation Officer | Adelaida Olivarez |
| Chief Financial Officer | Jennifer Land |
| Chief Technology Officer | Victor Valdez |
| Chief Human Resources Officer | Willie Watson |
| Chief Communications Officer | Tamra Spence |
| Executive Director of Facilities & Support Services | Brandon Cardwell |
| Executive Director of Procurement & Aux. Services | Craig Pruet |
| Executive Director of Special Programs | Cara Schwartz |
| Executive Director of Student Affairs | Hutcherson Hill |
| Executive Director of Teaching & Learning | Alma Gonzalez |
| Executive Director of Teaching & Learning | Trana Allen |
| Executive Director of Technical Services | Angele Fitzhenry |

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information 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.

4

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

Form D: Notification of HB 1295 Requirements

HB 1295 Certificate of Interested Parties

Texas Government Code Chapter §2252.908 (H.B. 1295) forbids Pflugerville ISD from entering into a contract that either (1) requires an action or vote by the District's Board of Trustees, or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the district.

Log In information, frequently asked questions and other information can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Definitions:

"Interested Party" means a person:

- (a) Who has a controlling interest in a business entity with whom PflISD contract; or
- (b) Who actively participates infacilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for PflISD.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

"Exempted Firms" include:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - o the value of the contract cannot be determined at the time the contract is executed; and
 - o any qualified vendor is eligible for the contract;
 - o a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
 - o a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
 - o a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

Non-exempted firms must sign, complete, and submit Form 1295 with their proposal even if no interested parties exist.

Required steps:

1. An authorized agent of the firm shall complete the on line form and print a copy of the form with the certificate of filing (that has a unique certification number) and submit it with the vendor's bid;
2. After the vendor submits the form to the District, the District uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

FORM E: W-9 Request for Taxpayer Identification Number and Certification

| | | |
|--|--|---|
| Form W-9 Rev. October 2007 Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Print or type See specific instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | Social security number : : : : : : : : : OR Employer identification number : : : : : : : : : |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | |

| | |
|--|---|
| 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). | |
| 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 on page 4. | |
| Sign Here | Signature of U.S. person ▶ _____ Date ▶ _____ |

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

FORM F: BID FORM

I have received the **Standard and Special Terms and Conditions, Specifications, and Required Forms** for the furnishing of goods and/or services as prepared by Pflugerville Independent School District. I have examined and understand all aspects of these documents and submit the following bid. I have not deviated from the terms, conditions or specifications set forth by Pflugerville Independent School District unless specified in written form.

I agree:

1. To hold my bid open for **45 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between Pflugerville Independent School District and my company, if awarded any or all of the bid;
3. That orders will be delivered, F.O.B., PfISD, Pflugerville, TX within five business days after receipt of order by phone, fax, in-person, or by mail and shall include inside delivery;
4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;
5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

The seller shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, bid number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: Pflugerville Independent School District, Attn.: Accounts Payable Dept., 1401 West Pecan, Pflugerville, TX 78660. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

Do not include Federal Excise, State or City Sales Tax. Pflugerville ISD shall furnish a tax exemption certificate, if required.

Pflugerville ISD agrees to pay the supplier not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

Pflugerville ISD agrees to notify the supplier of an error or contested invoice. Pflugerville ISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

6. Property damage caused to PfISD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

Signature

Printed Name

Title

Date

FORM G: DEVIATION/SIGNATURE PAGE

In the event the undersigned intends to deviate from the general terms, conditions, or specifications listed within this document, all such deviations must be listed on this page with complete and detailed conditions and information also being attached, if necessary. PfISD will be the sole judge to determine if deviations are acceptable in meeting the needs of PfISD and participating members.

DEVIATIONS:

Our response is submitted according to:

NO DEVIATIONS: In the absence of any deviation entry on this form, the Vendor assures PfISD of their compliance with the Terms, Conditions, Specifications, and information contained within this document.

DEVIATIONS LISTED ABOVE

Signature

Printed Name

Title

Date