



**Pflugerville ISD  
1401 West Pecan  
Pflugerville, TX 78660  
512-594-0074**

**REQUEST FOR PROPOSALS**

**Medical Stop Loss Insurance  
24-007JO**

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

**PROPOSALS ACCEPTED UNTIL: 2:00 p.m. on October 20, 2023**

**ACCEPTANCE PLACE: Pflugerville ISD  
Purchasing Department  
1401 West Pecan Street  
Pflugerville, TX 78660**

**CONTACT: Janie Ornelas, Director of Procurement and  
Auxiliary Services  
Guadalupe.Ornelas@pfisd.net**

## SPECIAL TERMS AND CONDITIONS

### SCOPE OF WORK

1. This inquiry is intended to provide Pflugerville Independent School District (known herein as Pflugerville ISD or the district), Pflugerville, Texas, with district requirements for **Stop Loss Insurance** in accordance with specifications and conditions embodied within this inquiry.
2. The estimated total value of this contract is unknown.
3. **Prices and/or discounts shall be negotiated to a firm amount for the duration of this contract unless otherwise specified on the deviations page of this proposal document.**
4. 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, acknowledgements letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed, in writing by PISD.
5. During the term of the contract, items that may not have been included on the initial proposal may be included by mutual agreement of the successful contractor and the District as various needs change.
6. Upon receipt of proposals, the District will review the proposals and may request additional information, including product or service presentations, as appropriate.
7. Any additional agreements/contracts to be signed by PISD shall be included with the proposal.
8. Proposals should be "best and final" and the proposer should not assume that there will be another opportunity to revise rates. Pflugerville Independent School District reserves the right to negotiate final terms with selected finalist(s).
9. Quantities or dollar amounts listed are to be considered estimated needs only. This district reserves the right to award in any manner deemed to be in the best interests of PflISD.
10. Subcontracting of any portion of required services will not be allowed, without the prior written consent of PflISD.
11. Any additional agreements/contracts to be signed by PflISD shall be included with the proposal.

### WARRANTY/MAINTENANCE

12. N/A

### SUBMITTAL OF PROPOSALS

13. Proposals may be submitted until **2:00 p.m. (local), Friday, October 20, 2023** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged.
14. This bid opportunity is prepared as a request for proposal and will not be publicly read aloud. After a contract is awarded, tabulations may be requested.
15. Proposals are to be sealed and clearly marked "**Proposal for Medical Stop Loss Insurance RFP#24-007JO**" on the outside of the envelope.
16. **Vendors shall submit one (1) original, and one (2) identical copies of their response. Vendors shall also submit electronic copies of their response on two USB flash drives.**
17. 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.
18. Proposing vendors may use additional pages, and submit additional information as needed.
19. The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

**QUESTIONS**

20. The deadline for submitting questions is **12:00 pm CST, October 9, 2023**. Questions should be submitted by email and addressed to the Purchasing Office to [guadalupe.ornelas@pfisd.net](mailto:guadalupe.ornelas@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 **October 11, 2023**. Answers shall be posted at:

<http://www.pfisd.net/site/Default.aspx?PageID=259>

21. **Questions will not be accepted by phone. Pflugerville ISD will only respond to questions submitted as directed above.**

22. Respondents shall not communicate with any other District employee or Board Member before or during evaluation of this RFP without obtaining the written approval of the Executive Director of Procurement and Auxiliary Services. Failure to adhere to this requirement may result in disqualification of your response

**TIMELINE**

23. All timelines and rules will be governed by PfISD local policy. The following timeline will be used (subject to change):

<b>Event</b>	<b>Date</b>
RFP Available	October 2, 2023
Vendor Questions Due	October 9, 2023 @ 12:00 pm
Answers Posted by	October 11, 2023 @ 5:00 pm
<b>Proposals Due</b>	<b>October 20, 2023 @ 2:00 pm</b>
Proposal Award (Anticipated)	November 16, 2023
Awards Posted	November 17, 2023
Contract Begins (Anticipated)	January 1, 2024

**PRE-BID CONFERENCE & SITE VISITS**

24. There will be no pre-bid conference.

**PERMITS AND LICENSES**

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

**BONDING REQUIREMENTS**

26. N/A

**INSURANCE REQUIREMENTS**

27. Required insurance coverage amounts include:

TYPES OF COVERAGE	LIMITS OF LIABILITY
Worker’s Compensation	Statutory
Employer’s Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence

Property damage deductible not to exceed \$500 per accident.  
Business Auto Liability \$100,000/ \$300,000/ \$100,000 minimum requirement  
Hired/non-owned coverage must also be provided.

**AWARD OF CONTRACT(S)**

- 28. It is the intent of Pflugerville ISD to award a single contract to fulfill the requirements of this RFP. However, to ensure uninterrupted service, the district reserves the right to award contracts to multiple vendors if deemed to be in the district's best interest.
- 29. 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 December 31, 2024. If Board approval is not required, the contract shall begin upon approval by the District's Executive Director of Purchasing and Auxiliary Services.

**EVALUATION CRITERIA**

- 30. Evaluation shall be based upon the following criteria (100 points possible):
  - (1) the purchase price; (1-25)
  - (2) the reputation of the vendor and of the vendor's goods or services; (1-15)
  - (3) the quality of the vendor's goods or services; (1-20)
  - (4) the extent to which the goods or services meet district's needs; (1-10)
  - (5) the vendor's past relationship with the district; (1-10)
  - (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (0-5)
  - (7) the total long-term cost to the district to acquire the vendor's goods or services; and (1-15)
  - (8) any other relevant factor specifically listed in the request for bids or proposals. (0)
  - (9) for a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in the state or employs at least 500 persons in this state; (0)

**PRICING**

- 31. If the Vendor is awarded a contract under this proposal, the prices proposed by the Vendor shall remain fixed and firm during the term of the contract.  
How long is the submitted pricing/discount guaranteed? \_\_\_\_\_

**RENEWAL OF CONTRACTS**

- 32. A one-year initial contract is contemplated with an option for five (5) one-year extensions subject to the annual review and approval by the Board of Trustees, the satisfactory negotiation of terms including a fee acceptable to both the District and selected firm, and the annual budget appropriation of District's funds.
- 33. If this contract has renewal options, renewal notices will be posted on the district's website located at: <http://cms.pfisd.net/Page/260>. Notices may not be sent directly to vendors.
- 34. 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.

**SPECIFICATIONS**

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

## INTERLOCAL AGREEMENTS

36. A) Membership - Pflugerville ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements. For a list of current members, go to [txctpa.org/memberlist](http://txctpa.org/memberlist).
- B) Adoption of Awarded Contracts - In support of this collaborative effort, awards made by Pflugerville ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirement established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- C) Adopted Contract Management – The adopting district shall be responsible for the management of the adopted contract and all payment to the contracted vendor. The originating district shall have no responsibilities under the adopted contract agreement.

## RESPONSE FORMAT

**Please submit the requested information in the following order:**

### General Information

1. Full Company Name
2. Contact Name and Title
3. Contact Phone Number
4. Please provide your current ratings (indicate date as of) with the four rating companies outlined below. If your rating has changed during the past 12 months, please provide the rating change and the reasons for the change.
  - a. Best (Rating and Class)
  - b. Standard & Poor's
  - c. Moody's
  - d. Duff and Phelps
5. Do you cede any portion of the risk?
6. Do you have 100% approval authority on all risk, including ceded amounts?

### Claims Administration

7. Define a "Paid" claim: when the claim is processed, check is issued, or when a check is recorded by the TPA? Would this ever vary under client specific situations?
8. Provide copies of your Stop Loss claim forms. Would these or could these differ by client? If so, describe.
9. Please describe your claim filing process/requirements, i.e. regular reporting from TPA.
10. Would your organization agree to accept claim file feeds from each TPA and or PBM and aggregate data to initiate the claims submission process?

11. What is the average claim payment turnaround time?

### **Stop Loss Contract/Renewal Provisions**

12. Provide a specimen copy of your Stop Loss contract.
13. Please include a list of your standard exclusions.
14. Do you have any conditions related to policyholder's TPA?
15. Please include a list of your standard underwriting caveats.

### **Reporting**

16. Please outline your reporting capabilities.
17. Please outline your reporting requirements for claimants and potential claimants.

### **Rating**

18. Please note that rates should be provided on a paid basis (no cap on run in claims and no incurral date limits) – at a minimum, first year rates should be quoted on a 24/12 basis, with renewals on a paid basis. Please confirm.
19. Please note that for all proposals, Pharmacy claims should be included in all rate quotes unless specifically asked to exclude, do you confirm?
20. Please confirm if second year rate caps will be offered.
21. Please confirm if coverage will renew each year.
22. Please confirm that rates will be finalized no later than 90 days prior to the effective or renewal date.

### **Coverage**

23. Mirroring of Underlying Plan Document (Yes or No): \_\_\_\_\_

Consistent with the requirement included in the RFI that the Stop Loss policy will cover all medical and prescription drug claims paid in accordance with the underlying medical Plan(s), excluding exceptions covered under the Plan (extra-contractual claims paid), please confirm that the following specific plan provisions will mirror the underlying Plan documents and administration, including, but not limited to definitions and consistent interpretations of the following:

- a. Waive AAW; All coverage must be provided on a no loss/no gain basis. Stop loss vendors will be required to cover employees not actively at work but eligible for coverage under the client's benefit plans. Note that this will include disabled and others not actively at work, unless they can be covered by the current vendor. No covered individual's claims should be excluded from coverage or receive lesser reimbursement due to the change in insurance carriers.
  - b. The underlying medical Plan will determine how Reasonable and Customary (R&C) is defined.
24. Disabled dependents covered

### **Timing and Payment Provisions for Specific and Aggregate Claims**

25. The Stop Loss Carrier should reimburse the Client immediately once the total amount of paid claims exceeds the specific stop loss limit provided that all agreed upon information has been provided to the Stop Loss Carrier.

### **No New Lasers Upon Renewal**

26. Please confirm that you agree not to laser any new individuals upon renewal other than those identified at the initial policy issuance.
27. Please confirm that any new lasers would only be an alternative option for consideration at renewal.
28. Please confirm if your no new laser option is perpetual or if it is re-evaluated upon each renewal.

### **Policy Termination**

29. Please confirm that the Stop Loss Policy will not be terminated during a policy year for adverse claims experience.
30. Please confirm that the Stop Loss Policy may only terminate during a policy year if (a) the underlying Medical Plan is terminated (b) the Client fails to pay required premiums (c) both parties mutually agree to terminate the Policy or (d) there is a breach of contract.

### **Deviations from Requirements of This RFP Document**

31. Please confirm acceptance and understanding of the following:
  - a. All deviations from the requirements of this RFP document must be submitted as required in this document. See page 9 and Form K for district expectations related to deviations.
  - b. Your response to this proposal opportunity represents the terms and conditions that apply to any resulting contract unless deviations are clearly detailed as required within this RFP document.

### **Proposal Parameters**

32. The proposal parameters are listed below:
  - a. Current Specific Stop Loss Rates
    - i. Composite: \$24.82
  - b. Current Aggregate Stop Loss Rates
    - i. Composite: N/A
  - c. Current Aggregate Attachment Factors
    - i. Single: N/A
    - ii. Family: N/A
    - iii. Composite: N/A
33. Contract Situs: TX
34. Reimbursement: Must include medical and prescription drug paid claims for all medical and Rx vendors. Claims reimbursement will be made timely upon receipt of claims data.
35. PfISD offers plans with two medical vendors (BCBS and Healthcare Highways). In 2024, there will be two copay plans with BCBS and one copay and one HDHP plan with HCH. SBCs for 2024 are attached for reference.
36. PfISD has prescription drug benefits through ESI with RxBenefits.
37. Commissions: 0.00% included in current rates and to include in the proposal.
38. Quote: Please quote your No New Laser at renewal with a renewal rate cap provision. The selected carrier will be expected to accept large claimant reports directly from the medical and Rx vendors and will also match the claimants on those files on a monthly basis. Please include any accelerated reimbursement program available.

39. Requested Options: Please provide the following specific deductible levels:
- a. Current: Contract Basis – 24/12, Deductible \$350,000
  - b. Option 1: Contract Basis – 24/12, Deductible \$375,000
  - c. Option 2: Contract Basis – 24/12, Deductible \$400,000
40. Coverage Under Specific: Medical/Rx
41. Proposed Specific Maximum: Unlimited
42. Aggregate Coverage Quoted: No
43. Lock in date must be no earlier than November 17, 2023.



## STANDARD TERMS AND CONDITIONS

### FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PflSD") currently has approximately 26,000 students and operates thirty-four schools with grades Pre-K through twelfth grade. Other District facilities include Administration, Support Services, 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 PflSD 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 PflSD 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. PflSD 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. PflSD reserves the right to award in any manner deemed to be in the best interest of the district.

19. PflSD is environmentally conscious and prefers that vendors doing business with PflSD 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 PflISD.

#### **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 PflISD 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 PflISD. In the event a separate agreement is not executed by PflISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PflISD 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 PflISD must file a Conflict of Interest form with the PflISD 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. PflISD 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 PflISD (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. See Page 3 for insurance requirements.

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

**References:**

Please list three (3) Texas school districts of comparable size to PISD which you have served in the past three years with contact names and phone numbers.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**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? \_\_\_\_\_

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 \_\_\_\_

Is your company HUB certified? Yes \_\_\_\_ No \_\_\_\_

## FORM B: ACKNOWLEDGEMENT OF CERTIFICATIONS

Please read all certification and notification statements below. Each statement should be initialed by an authorized representative to indicate compliance. 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 \_\_\_\_\_

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**REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES**

---

**N/A SECTION INTENTIONALLY LEFT BLANK**

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 PFISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PFISD is responsible for complying with any applicable disclosure requirements. PFISD 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- Vice President
Place 3	Ms. Renae Mitchell - President
Place 4	Ms. Vernagene Mott
Place 5	Ms. Kelly Daniel
Place 6	Ms. Jean Mayer
Place 7	Ms. Chevonne Lorigo-Johst

**District Leadership**

<b>Title</b>	<b>Name</b>
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
Area Executive Director of Teaching & Learning	Alma Gonzalez
Area Executive Director of Teaching & Learning	Trana Allen
Executive Director of Facilities & Support Services	Craig Pruett
Executive Director of Student Affairs	Hutcherson Hill
Executive Director of Special Programs	Cara Schwartz
Executive Director of Technical Services	Angel Fitzhenry

**CONFLICT OF INTEREST QUESTIONNAIRE**  
 For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes  No

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

**4**  
 \_\_\_\_\_  
 Signature of person doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 06/29/2007

## FORM D: HB 1295 – Certificate of Interested Parties

### HB 1295

#### Certificate of Interested Parties

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (H.B. 1295) provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency. The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirement, including rules and filing information, are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Pflugerville Independent School District is required to comply with House Bill 1295, which amended the Texas Local Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits PfISD from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to PfISD at the time the business entity submits the signed contract. PfISD shall submit the disclosure to the Texas Ethics Commission not later than the 30<sup>th</sup> day after the date PfISD receives the required disclosure.

**“Interested Party”** means a person:

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

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

**As a “business entity”, all vendors must sign, complete, and submit Form 1295 with their proposal, even if no interested parties exist.**

**FORM E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING**

**By submission of this response, the undersigned certifies that:**

8. 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.
  
9. 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.
  
10. 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:
  
11. 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;
  
12. 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;
  
13. 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;
  
14. 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.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its' behalf.

Signature of Authorized Official: \_\_\_\_\_

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

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

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

**FORM F: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

This company, Contractor, or Subcontractor 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

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

---

## FORM G: SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) 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. Pflugerville ISD does not do business with parties that have been suspended or debarred.

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

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

## FORM 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### **CONTRACTOR:**

\_\_\_\_\_

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

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

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (name of company representative)

as \_\_\_\_\_ for \_\_\_\_\_.  
(title of representative) (name of entity/company represented)

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced Identification

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Printed or Typed Name of Notary)



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

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[ ][ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]	
or	
Employer identification number	
[ ][ ][ ][ ] - [ ][ ][ ][ ][ ]	

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶		Date ▶

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

## FORM J: 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 **90 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 PISD 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 K: 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

# ATTACHMENTS

**ATTACHMENT A: DE-ID MEDICAL CENSUS**  
**ATTACHMENT B: AGGREGATE CLAIMS REPORTING**  
**ATTACHMENT C: MEDICAL LARGE CLAIMS REPORTING**  
**ATTACHMENT D: RX LARGE CLAIMS REPORTING**  
**ATTACHMENT E: 2024 SBCs**

Attachments can be obtained by emailing a request to the Purchasing Office to [Guadalupe.Ornelas@pfisd.net](mailto:Guadalupe.Ornelas@pfisd.net) and copying Sarah Doty of Marsh McLennan Agency at [Sarah.Doty@marshmma.com](mailto:Sarah.Doty@marshmma.com).