



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

**REQUEST FOR QUALIFICATIONS**

**Geotechnical and Materials Testing Services**

**24-013JL**

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

**PROPOSALS ACCEPTED UNTIL: 2:00 p.m. on December 1, 2023**

**ACCEPTANCE PLACE:**

**Pflugerville ISD  
Finance Department  
1401 West Pecan Street  
Pflugerville, TX 78660**

**CONTACT:**

**Jennifer Land, Chief Financial Officer  
512 594-0052  
[Jennifer.Land@pfisd.net](mailto:Jennifer.Land@pfisd.net)**

**Craig Pruett, Executive Director of  
Facilities & Support Services  
512-594-0245  
[Craig.Pruett@pfisd.net](mailto:Craig.Pruett@pfisd.net)**

## INTRODUCTION AND BACKGROUND INFORMATION

1. Pflugerville Independent School District (known herein as Pflugerville ISD or the district) has an enrollment in excess of 25,000 students in grades pre-kindergarten through twelve, on thirty-three campuses.

## SCOPE OF WORK

2. The district seeks statements of qualifications from firms capable of performing Geotechnical Engineering/Consulting Services and Construction Materials Testing for the district, on an as needed basis.
3. The awarded firm(s) may be on call to attend Board meetings, with adequate notice provided by the Board President, Superintendent, Chief Operating Officer or Designee.
4. The awarded firm(s) must be responsive to telephone calls and requests from District representatives.
5. This district reserves the right to award in any manner deemed to be in the best interests of PfISD.
6. The total value of awarded contracts may vary based on annual needs.
7. 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 PfISD.
8. During the term of the contract, items that may not have been included in the initial proposal may be included by mutual agreement of the successful contractor and the District as various needs change.
9. Any additional agreements/contracts to be signed by PfISD shall be included with the proposal.
10. Subcontracting of any portion of required services will not be allowed, without the prior written consent of Pflugerville ISD.

## SUBMITTAL OF QUALIFICATIONS

11. Qualifications may be submitted until **2:00 p.m. (local), Friday, December 1, 2023** to the Finance Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660. **No late, electronic or faxed submissions will be accepted.**
12. This bid opportunity is prepared as a request for qualifications and will not be publicly read aloud. After a contract is awarded, tabulations may be requested.
13. Qualifications are to be sealed and clearly marked **“Geotechnical and Materials Testing Services, RFQ# 24-013JL – ATTENTION: JENNIFER LAND”**, on the outside of the envelope.
14. **Vendors shall submit one (1) original, and two (2) identical copies of the proposal. Vendors shall also submit electronic copies of their response on two (2) USB flash drives.**
15. 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.

- 16. Additional pages may be submitted as required. Pflugerville ISD is not responsible for missing, lost or late mail.
- 17. All communication between the proposing contractor and Pflugerville ISD must be in writing and directed through the **Executive Director of Facilities & Support Services**. The proposing contractor shall not communicate with any other district employee or Board Member before or during evaluation of this RFQ without obtaining the approval of the **Executive Director of Facilities & Support Services**. Failure to adhere to this requirement may result in disqualification of your response.
- 18. Upon receipt of qualifications, PflISD may request additional information, including product or service presentations, as deemed appropriate by PflISD.
- 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, November 15, 2023**. Questions should be submitted by email and addressed to the district at: [Craig.Pruett@pfisd.net](mailto:Craig.Pruett@pfisd.net). A copy of all questions should also be submitted to: [Jennifer.Land@pfisd.net](mailto:Jennifer.Land@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 **November 17, 2023**. Answers shall be posted at <http://cms.pfisd.net/Page/259>.
- 21. **Questions will not be accepted by phone. Pflugerville ISD will only respond to questions submitted as directed above.**

**TIMELINE**

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

Event	Date
RFP Available	November 3, 2023
Vendor Questions Due	November 15, 2023 @ 12:00 pm
Answers Posted by	November 17, 2023 @ 5:00 pm
<b>Proposals Due</b>	<b>December 1, 2023 @ 2:00 pm</b>
Proposal Awarded (Anticipated)	December 19, 2023
Awards Posted (Anticipated)	December 20, 2023
Contract Begins	December 20, 2023

**PERMITS AND LICENSES**

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

**AWARD OF CONTRACT(S)**

- 24. It is the intent of Pflugerville ISD to award multiple contracts to fulfill the requirements of this RFQ.
- 25. A one-year contract is contemplated with an option for four (4) additional one-year extensions, subject to the satisfactory negotiation of terms including a fee acceptable to both the District and the selected firm, and the annual budget appropriation of District’s funds. Both parties must agree in writing for each annual extension.

26. If the Respondent requires the District to sign a separate contract, that contract must be included with the Qualifications submittal. Any separate contracts must include all provisions of this RFQ, either by reference or specific inclusion.
27. The contents of the RFQ shall become part of any resulting agreement. The terms and conditions specified in this RFQ shall be used as a basis for a contemplated agreement. Failure of a Respondent to accept these obligations may result in rejection. Any damages accruing to the District as a result of a Respondent's failure or refusal to execute an agreement may be recovered from the Respondent.
28. The District may negotiate with a Firm or Firms, judged to be the most capable, competent and qualified, to arrive at a fair and reasonable fee for the services required. However, the District reserves the right to recommend award without negotiations.
29. The District reserves the right to accept or reject any or all offers, to waive informalities, and to accept offers that are deemed by the District to be most favorable to the District.
30. Pflugerville Independent School District reserves the right to reject any or all RFQ's and to make awards as deemed advantageous to the District, to hold RFQ for 60 days from submission date with out action, and to waive any or all formalities. A contract for **Geotechnical Services and Construction Materials Testing** will be placed into effect after final approval by the Board of Trustees.

#### **SERVICES REQUIRED**

31. Responses should adequately communicate firm's ability to provide all required services. The services required shall include:

##### Geotechnical Services

- a. General Suitability Investigations
- b. Specific Development Investigations
- c. Evaluation of Geotechnical Properties of Proposed Sites
- d. Foundation evaluation and recommendation
- e. Field Exploration
- f. Laboratory Testing
- g. Analysis and Reports
- h. Other Geotechnical Evaluation and Testing

##### Construction Materials Testing

- a. Plans Review
- b. Pier Inspection
- c. Soil Testing
- d. Concrete Sample and Testing
- e. Pre cast Concrete Observations
- f. Masonry Inspections
- g. Other Construction Material Testing

##### Identify Geological Design Constraints Including but not limited to:

- a. Faulting
- b. Secondary seismic hazards
- c. Excavation Stability
- d. Expansive and Compressive Soil
- e. Groundwater
- f. Corrosive or Chemically Active Soils
- g. Contaminated Soil and Groundwater

##### Prepare Foundation Design Recommendations

- a. Conduct subsurface geotechnical investigation to characterize soil mechanics, identify geologic hazards, and recognize hazard materials contaminants.
- b. Provide geotechnical recommendations for foundations and building structures.
- c. Design excavation shoring plans.
- d. Provide construction cost estimates for excavation, shoring systems, or foundation/building design to mitigate geotechnical constraints.

**AREAS OF EXPERTISE**

32. Check the area(s) of expertise provided by the firm submitting this RFQ. Do not check services provided by your consultants.

- Civil Engineering**
- Electrical Engineering**
- Geotechnical Engineering**
- Landscape Architecture**
- Material Testing**
- MEP Engineering**
- Roof Consultant**
- Structural Engineering**
- Surveying**
- Traffic Engineering**
- Water & Air Balance**
- Testing & Quality Control**
- Other**\_\_\_\_\_
- Other**\_\_\_\_\_

**NAMED CONSTRUCTION PROJECT**

33. To date named projects include:

- A. **Teacher Housing Project**
- B. **Rowe Lane Elementary Addition**

**EVALUATION CRITERIA**

34. Demonstrated capabilities of firm to perform all services as listed within this document including quality, size, and type of projects previously undertaken	1-25
References	1-15
Experience and qualifications of key personnel to be assigned projects	1-25
Availability and accountability of the respondent's firm/team	1-10
Financial Stability	1-05
Past experience with PfISD	1-05
Demonstrated capability to provide services within an agreed upon time frame	1-05
HUB Status	0 or 05
<u>Proof of professional licenses required to complete contemplated services</u>	<u>1-05</u>
<u>Highest possible score</u>	<u>100</u>

## **SUBMISSION OF QUALIFICATIONS STATEMENTS**

35. 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.
36. By submitting a response, each firm agrees to waive any claim it has or may have against the District, or its employees arising out of or in connection with the administration, evaluation or recommendation of any contract related to this process.

## **INTERLOCAL AGREEMENTS**

37. 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.

## **REQUIRED FORMAT**

38. Responses shall contain the following information and shall be submitted in the order shown below. Please address each section in your statement of qualifications and divide each section of your response with identifying tabs.
  - a. A cover letter including the name, address, telephone number, contact person, and title of the firm representative authorized to respond on the firm's behalf.
  - b. A brief history of the firm (including how long the firm has been in business).
  - c. Firm's experience with Texas school districts in the last 10 years.
  - d. Recent work experience with PfISD.
  - e. Firm's ability and capacity to perform the work. List the firm's current workload and the firm's availability to commence services immediately after being selected by the District.
  - f. Discussion of how the firm will provide quick response with regard to required services.
  - g. Brief narrative on the proposed strategy and technical approach to developing a geotechnical plan and design for future projects.
  - h. Key personnel/staff to be assigned to projects, including consulting engineers. List any and all Texas licensed MEP, Commissioning, civil and structural engineers.
  - i. The education, experience, capabilities, and accomplishments of the key team members who would be assigned to projects. Include brief resumes of these personnel.
  - j. A list of projects involving new construction and renovation of existing educational facilities that your firm has been a part of, and a description of the work provided by your firm.
  - k. A list of clients that are most comparable to Pflugerville Independent School District in size and complexity, denoting whether they are active or inactive clients. Please include a general description of types of services performed, types and size of issues involved and the number of years served for each.
  - l. A minimum of 5 references comparable to Pflugerville ISD. References should include the district name and contact information for an individual with direct knowledge of similar work done with Texas School Districts.
  - m. Statement of firm's unique qualifications.
  - n. Organizational Chart and summary report reflecting the respondents approach and factors to be considered designing school projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for implementation.
  - o. Experience/methodology of meeting tight time-lines and budget considerations.
  - p. Other advantages offered by your firm that would benefit PfISD.

- q. Identify all projects within the past ten (10) years on which you rendered professional services and a claim (litigation, mediation, arbitration, etc.) was asserted. For each project please state the nature and description of the claim, including alleged claims for professional errors and/or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims. You must also provide the identity of the owner, architect or consultant, and contractor. Identify the party alleged to be at fault and the disposition of the matter.
- r. Proof of Professional Liability Insurance and history of claims regarding errors and omissions and other professional liability claims. The minimum acceptable insurance requirements are as follows:

Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Employees Liability	\$1,000,000
Professional Liability	\$1,000,000
Excess Umbrella Liability	\$5,000,000

- s. Financial information and statements for the past three years.
- t. Proof of professional licenses required by Federal, State, Local or other administrative bodies for performing various components of the services to be provided.
- u. Description of codes and regulations to be followed.
- v. A sample engagement letter and/or contract.
- w. Complete and sign all forms included in the RFQ. Failure to complete all forms may result in disqualification.
- x. Addenda – The District will answer all appropriately submitted questions by addenda to be posted on the district's website. The district will also address any modifications to this solicitation by addenda to be posted on the district's website. Each addendum must be acknowledged, signed and submitted with your response.
- y. Additional information as deemed appropriate.

## STANDARD TERMS AND CONDITIONS

### FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PflISD") currently has over 26,000 students and operates twenty-one elementary schools with grades Pre-K through grade five; six 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 PflISD 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 PflISD 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. PflISD 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. **PflISD reserves the right to award in any manner deemed to be in the best interest of the district.**
19. PflISD is environmentally conscious and prefers that vendors doing business with PflISD 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. N/A
- 27. N/A
- 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. N/A

**DELIVERIES**

- 39. N/A
- 40. N/A
- 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. N/A
- 45. N/A

**PAYMENT**

- 46. N/A
- 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. Any resulting contract may be terminated by either party with 30 days written notice, for cause or convenience.
- 60. N/A
- 61. N/A

**PENALTIES FOR NON-PERFORMANCE**

- 62. N/A

**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. N/A
- 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:

**SEE PAGE FOUR (4) 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:*** \_\_\_\_\_

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

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**REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES**

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FEDERALLY FUNDED REQUIREMENTS ARE NOT APPLICABLE TO THIS BID OPPORTUNITY.

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**

Title	Name
Superintendent of Schools	Douglas Killian, Ph.D.
Chief of Staff	Brandy Baker
Chief Operating Officer	Victor Valdez
Chief Academic and Innovation Officer	Adelaida Olivarez, Ed.D.
Chief Financial Officer	Jennifer Land
Chief Human Resources Officer	Willie Watson
Chief Communications Officer	Tamra Spence
Assistant Superintendent of Schools	Alma Gonzalez
Executive Director of Technical Services	Angele Fitzhenry
Executive Director of Facilities & Support Services	Craig Pruett
Executive Director of Student Affairs	Hutcherson Hill
Executive Director of Transportation	Kacy Davis Sr.
Executive Director of Leadership Development	Cara Schwartz
Executive Director of Health, Safety, & Crisis Mgmt.	Denise Petherbridge
Executive Director of Accountability & Compliance	Karen Shah



**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](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 in facilitating 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 <b>W-9</b> Rev. October 2007 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
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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 *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 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).

**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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 businesses. Further, in certain cases where a Form W-9 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: 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