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

REQUEST FOR PROPOSALS

Administrative Auxiliary Site Network Equipment

RFP 25-021JO
TERMS, CONDITIONS, SPECIFICATIONS
AND BID FORMS

PROPOSALS ACCEPTED UNTIL:	**2:00 p.m. on January 16, 2025**
ACCEPTANCE PLACE:	**Pflugerville ISD** **Purchasing Department** **1401 West Pecan Street** **Pflugerville, TX 78660**
CONTACT:	**Janie Ornelas,** **Director of Procurement and Auxiliary Services** **512-594-0074** **Guadalupe.Ornelas@pfisd.net**

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

1. This proposal is intended to provide Pflugerville Independent School District (known herein as Pflugerville ISD or the district), Pflugerville, Texas, with district requirements related to **District Network Equipment for an Auxiliary Administrative site location**, in accordance with specifications and conditions embodied within this inquiry.

2. This RFP may be awarded to more than one firm. Quantities or dollar amounts listed are to be considered estimated needs only.

3. The scope of services provided by the Respondent shall be better described beginning on page five (5) of this document.

4. The estimated total value of this contract is unknown.

5. **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.**

6. 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.

7. 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

8. Upon receipt of proposals, the District will review the proposals and may request additional information, including product or service presentations, as appropriate.

9. Any additional agreements/contracts to be signed by PFISD shall be included <u>with</u> the proposal.

WARRANTY/MAINTENANCE

10. The Contractor shall honor all minimum standard warranties.

11. Warranty information must be submitted with your proposal.

SUBMITTAL OF PROPOSALS

12. Proposals may be submitted until **2:00 p.m. (local), Tuesday, January 16, 2025** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged.

13. 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.

14. Proposals are to be sealed and clearly marked **"Proposal for Administrative Auxiliary Site Network Equipment RFP 25-021JO",** on the outside of the envelope.

15. **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.**

16. 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.

17. Proposing vendors may use additional pages, and submit additional information as needed.

QUESTIONS

18. The deadline for submitting questions is **12:00 pm CST, December 30, 2024**. Questions should be submitted by email and addressed to the Purchasing Office to Guadalupe.Ornelas@pfisd.net. Answers to questions shall be made public by addenda to be posted on the district's Procurement and Auxiliary Services by the end of business on **January 9, 2025**. Answers shall be posted at: **Current Bidding Opportunities**

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

TIMELINE

18. All timelines and rules will be governed by PfISD local policy and by the Schools and Libraries Division E-Rate regulations. The following timeline will be used (subject to change):

Event	Date
RFP Available	December 13, 2024
Vendor Questions Due	December 30, 2024
Answers Posted by	January 9, 2025 @ 5:00 pm
Proposals Due	**January 16, 2025 @ 2:00 pm**
Proposal Award (Anticipated)	February 20, 2025
Awards Posted	February 21, 2025
Contract Begins (Anticipated)	April 1, 2025

PRE-BID CONFERENCE & SITE VISITS

19. There will be no pre-bid conference.

PERMITS AND LICENSES

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

21. The awarded firm is responsible for all permitting and licensing as required by the project.

22. The awarded firm is responsible for ensuring work meets all applicable codes and regulations.

BONDING REQUIREMENTS

23. Payment & Performance bond is required for this project.

AWARD OF CONTRACT(S)

24. It is the intent of Pflugerville ISD to award a single contract to fulfill the requirements of this RFP.

25. 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.

26. The initial contract term shall begin upon approval by the Pflugerville ISD Board of Trustees (if contract value exceeds $50,000) and shall end upon project completion.

EVALUATION CRITERIA

27. 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 and services (1-10)
    3) The quality of the vendor's goods and services (1-10)
    4) The extent to which the goods and 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 related to historically underutilized businesses (1-5)
    7) The total long-term cost to the district to acquire the vendor's goods or services (1-10)
    8) Any other relevant factor specifically listed in the request for bids or proposals
        a. Meets manufacturer certification requirements (1-10)
        b. Compatibility with existing network equipment (1-10)
    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

28. 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

29. N/A

CONTRACTOR EXPECTATIONS

30. Respondents must demonstrate the ability to perform the work described in the Scope of Services set forth in this solicitation, as specified by PfISD and selected manufacturer, and have experience successfully performing comparable work

SPECIFICATIONS AND PRICE FORM

31. The awarded vendor is expected to provide goods and service as specified within this proposal document. Proposing vendors may use the "Additional Vendor Recommended Parts" area within the "Administrative Auxiliary Site Network Equipment" addendum provided as part of this proposal, to submit additional information as needed.

Specifications & Scope of Work

Solution overview

Pflugerville ISD requests proposals for network equipment including routers, switches, network modules, access points and monitoring software, as well as UPS to support network connectivity at an Administrative Auxiliary site. The proposed equipment should be scalable solution that supports a minimum of 10G and a maximum of 25G network connectivity from IDF closets to the MDF closet, with a connection back to the main data center that supports a minimum of 10G and a maximum of 100G.

Bill of Materials

The following table lists the products, part numbers, and quantities needed for the completion of this project, or equivalent:

Part Number	Description	Quantity
	Router ***(see Administration Auxiliary Site District Network Equipment Worksheet for Expanded Product Details)***	
C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	1
MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	1
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1
C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
SC8KBEUK9-1712	Universal	1
IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	1
NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1
IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	1
CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and Duration: 2.00 Years	1
	Switch	
JL661A	Aruba 6300M 48G CL4 PoE 4SFP56 Switch	12
JL670A	Aruba X372 54VDC 1600W Power Supply	31
	UPS	
9PX2000RT-LN	EATON:9PX2000RT-LN - UPS - Online - 1.8 KW - (6) 5-20R, (1) L5-20R	8
EMPDT1H1C2	EATON:Environmental Monitoring Probe (EMP) Generation2. Monitors temperature, humidity, and two dry-contact status data points. Requires NETWORK-M2 card. Up to 3 EMP Gen 2 can be daisy chained together	5
E2SLD	EnviroSense2 (E2) Water Leak Detection Sensor	5

	UPS *(continued)*	
2POSTRMKITWM	2-Post Rack-Mount or Wall-Mount Adapter Kit for select Rack-Mount UPS Systems	9
BL-DITPM-ADV-PERP	Eaton Brightlayer Distributed IT Performance Management Advanced Device License - Perpetual	9
13239-757	CPI Metered Horizontal Rack-Mount Power Strip Metered Power Strip; Horizontal Rack-Mount; 110-125 Volt; Single-Phase; Surge-Protected; 20 Amp; 1.9 kW; NEMA 5-20P; 1 x 20A Breaker; (12) 5-20R Outlets; 1U x 19"W x 4.6"D 9117 mm); Black	9
	Optics	
JL486A	HPE Aruba Networking 25G SFP28 LC LR 10km SMF Transceiver	30
	Access Points	
	Option 1	
AP755	HPE Aruba Networking AP-755 (US) Tri Radio 4x4 802.11be Wi-Fi 7	52
	Option 2	
AP655	Aruba AP-655 Tri-radio 4x4:4 802.11ax Wi-Fi 6E Internal Antennas Campus AP	52
	Clearpass	
R1V82A	Aruba ClearPass C3010DL360 G10 HW Appliance	2
HP7M8E	Aruba 5Y FC NBD Exch EDU/R CPHWApplSVC [for R1V82A]	2
R1T38A	Aruba DL360 Gen10 500W Spare PSU	2
	Clearpass Basic Maintenance (BMIC)	
Clearpass VM	Aruba 5 year maintenance renewal	1
Clearpass 01	Aruba 5 year maintenance renewal	1
Clearpass 02	Aruba 5 year maintenance renewal	1
Clearpass 04	Aruba 5 year maintenance renewal	1
Clearpass 05	Aruba 5 year maintenance renewal	1
	Aruba Training	
	Aruba Training Credits	100
	Professional Services	
Professional Services	Deployment, Installation, Configuration and Testing of Equipment Listed Above (Turnkey); Connect both Datacenters in an Active-Active configuration: ACSP onsite with available ACCX for phone support	1
Professional Services (Inventory)	Documentation and Asset Tag (Asset Tags provided by PfISD)	1
	Payment and Performance Bond	1

Standard Discount Rate

PFISD reserves the right to add additional hardware and software for a guaranteed discount off list price. Specify a standard discount percent off all equipment.

a) Provide a discount rate valid for 90 days from bid submission_____
b) Provide a discount rate valid until December 31, 2025 _____

Professional Services

a) Vendor will provide storage for all equipment until the time of install.
b) Inventory – The vendor will provide electronic documentation detailing make, model, serial number, Mac address, and location of all applicable equipment.
c) The vendor will place asset tags on all equipment listed in Bill on Materials. (Asset tags provided by PfISD)
d) Documentation shall be provided by the awarded vendor at project close-out detailing all installations performed
e) The installation vendor will provide a dedicated project manager for the duration of the project. This project manager is responsible for providing weekly updates to the PfISD project team.
f) Installation of equipment and testing may extend beyond normal business hours to avoid disruption of instruction or daily business operations.
g) Vendor is responsible for the removal of all trash from PFISD sites resulting from the deployment and installation of products.

Schedule

a) Install schedule is to begin in July 1, 2025 with an estimated completion within 120 days from the start of the project.
b) Schedule subject to change depending on equipment deliveries and additional external factors.

Contract Conditions

1) Conditions
    a) There is no commitment by the District to purchase any guaranteed quantities for items referenced in this proposal.
    b) This proposal must be valid at least until December 31, 2025.
    c) It is the responsibility of the responding vendor to validate the bill of materials provided in this RFP for any missing or incorrect items which could impact the solution.
    d) It is the responsibility of the responding vendor to gather all information required of a turnkey solution before submittal.
2) PFISD responsibilities
    a) PFISD will provide necessary IP addressing and naming conventions after bid award.
    b) PFISD will provide configuration files after bid award.
    c) PFISD will provide Asset Tags

3) PFISD technical contacts
    a) Michael Bohler – Senior Network Engineer – 512-594-0208.
    b) Daniel Elizondo – Senior Network Administrator – 512-594-0209.
    c) Angele Fitzhenry – Executive Director of Technical Services – 512-594-0207.

Pflugerville ISD – Pricing Summary

Please enter the final totals per category below

Category	Option 1 w/AP755	Option 2 w/AP655
Router	$_____	$_____
Switch	$_____	$_____
UPS	$_____	$_____
Optics	$_____	$_____
Access Points	$_____	$_____
Clearpass	$_____	$_____
Clearpass BMIC	$_____	$_____
Training Credits	$_____	$_____
Professional Services	$_____	$_____
Additional Vendor Requirements	$_____	$_____
Payment & Performance Bonds	$_____	$_____
Project Total	$_____	$_____

Will any of your pricing change should you only be awarded a portion of the project? Yes ___No__

Vendors must also submit the completed "Administration Auxiliary Site Network Equipment" addendum spreadsheet.

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PISD") currently has in excess of 26,000 students and operates twenty-two elementary schools with grades Pre-K through grade five; seven middle schools with grades 6-8; four high schools with grades 9–12 and two alternative campuses. Other District facilities include Administration, Support Services, Technology, and Transportation Buildings.

2. Throughout the standard terms and conditions, the district will make use of the term "bid". Use of this term should be considered descriptive and is intended to reference all procurement options currently used by the district. This includes bids, sealed proposals, requests for proposals, requests for qualifications and formal quotes. The terms and conditions contained herein apply to all procurement methods the district may use.

BID SUBMITTAL

3. Vendors must include the properly executed bid forms, attachments and addenda as specified in the bid documents. Responses that do not include all requested information may be disqualified.

4. All prices and quotations must be typed or written in ink. Mistakes may be crossed out and the correction inserted adjacently, corrections must be initialed. In case of calculation errors, unit price shall govern.

5. It is understood that quantities, where listed, are to be considered estimated needs only. Pflugerville ISD reserves the right to increase or decrease quantities ordered as needed.

6. Bids are to be sealed and clearly labeled as "original" or "copy" and must include the bid number, bid title, due date and time of opening. Failure to follow these instructions may result in rejection of bid.

7. PFLUGERVILLE ISD WILL NOT ACCEPT LATE, FAXED OR EMAILED, BIDS. PFLUGERVILLE ISD IS NOT RESPONSIBLE FOR BID DELIVERED INCORRECTLY OR MISPLACED BIDS. THE DATE/TIME STAMP IN THE PFLUGERVILLE ISD PURCHASING OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.

8. All bids shall be deemed final. No offer shall be subject to correction or amendment for errors or miscalculations after the bid deadline. Bids may be withdrawn or amended until the date and time due, at which time they become the sole property of Pflugerville Independent School District.

9. Pflugerville ISD reserves the right to request additional or clarifying information after the bid response has been submitted. This information may be used to further evaluate the response or qualify overall cost associated with a proposed solution.

10. Any problems or discrepancies that are discovered in relation tothis bid process should be directed to the PISD 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 befiled with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by PISD 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. PISD 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. **PISD reserves the right to award in any manner deemed to be in the best interest of the district.**

19. PISD is environmentally conscious and prefers that vendors doing business with PISD 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, PISD 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 PISD. 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 PISD 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 PISD is lost in shipment and PISD 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. PISD 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 PISD 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 PISD 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 PISD, 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. PISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.**

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

INTERPRETATION

51. PISD 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 PISD.

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 PISD 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 PISD,

61. in whole or in part, without penalty, pecuniary risk or further liability to PISD.

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

PENALTIES FOR NON-PERFORMANCE

63. If the vendor or its subcontractors fail to fulfill or abide by the terms, conditions, or specifications of the contract (including price), Pflugerville ISD’s remedies include but are not limited to:
    a. Purchase on the open market and charge the proposing vendor the difference between contract and actual price, or
    b. Deduct charges from existing invoice totals due at the time, or
    c. Cancel the contract within (30) days written notification, or
    d. Award to the next lowest responsible vendor, if acceptable to PfISD.

NOTIFICATION OF CRIMINAL HISTORY

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

65. 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.

66. 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

67. 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

68. 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.

69. 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.

70. **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**

71. 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.

72. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.

73. Successful bidders agree to protect PISD from claims involving infringement of patent or copyright.

74. 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.

75. **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 SPECIFCALLY LISTED ON THE DEVIATIONS PAGE AND** included in any final agreement executed between Vendor and the duly authorized representative of PISD. In the event a separate agreement is not executed by PISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

76. Individuals and business entities that wish to do business with PISD must file a Conflict of Interest form with the PISD 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

77. The successful contractor(s) will be required to furnish an insurance certificate with the minimum coverage listed below. PISD 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 PISD (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.

78. **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.**

79. Required insurance coverage amounts include:

TYPES OF COVERAGE	LIMITS OF LIABILITY
Employer's Liability	$500,000 each accident
	$500,000 disease policy limit
	$500,000 disease each emp.
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

(Hired/non-owned coverage must also be provided.)

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 PfISD 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 _____

- If so, is your company currently HUB certified through the State of Texas? 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_____

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES

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

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

Initial_____

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

Initial_____

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

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

Initial_____

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

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

Initial_____

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

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

Initial_____

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

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

Initial_____

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

Initial_____

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

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

Initial_____

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the

entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly. Initial_____

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

Initial_____

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

Initial_____

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

Initial_____

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

Name of Company: _____

Printed Name and Title of Representative: _____

_____ Signature

_____ Date

Form C: CONFLICT OF INTEREST NOTICE

Pflugerville Independent School District

Notice to Vendors

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

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the districts Records Administrator (in this case, the PISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PISD is responsible for complying with any applicable disclosure requirements. PISD 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	Alex Okafor
Place 2	Charlie Torres
Place 3	Renae Mitchell –President
Place 4	Vernagene Mott
Place 5	Kelly Daniel- Vice President
Place 6	Jean Mayer
Place 7	Chevonne Lorigo-Johst-Secretary

District Leadership

Title	Name
Superintendent of Schools	Dr. Quinten Shepherd
Deputy Superintendent	Brandy Baker
Chief Academic and Innovation Officer	Adelaida Olivarez
Chief Financial Officer	Jennifer Land
Chief Technology Officer	Victor Valdez
Chief Human Resources Officer	Willie Watson
Chief Communications Officer	Tamra Spence
Executive Director of Facilities & Support Services	Craig Pruett
Executive Director of Technical Services	Angele Fitzhenry
Executive Director of Special Programs	Cara Schwartz
Executive Director of Student Affairs	Hutcherson Hill
Area Executive Dir. Of Teaching & Learning	Alma Gonzalez
Area Executive Dir. Of Teaching & Learning	Trana Allen

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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 30th 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 pr oposal 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 hereto 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. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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. See also *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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

Sign Here **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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

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., PISD, 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. PISD will be the sole judge to determine if deviations are acceptable in meeting the needs of PISD 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 PISD of their compliance with the Terms, Conditions, Specifications, and information contained within this document.

☐ **DEVIATIONS LISTED ABOVE**

_____

Signature

_____

Printed Name

_____

Title

_____

Date