



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

REQUEST FOR COMPETITIVE SEALED PROPOSAL

Mowing & Miscellaneous Grounds Related Services

CSP# 23-051CP

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

PROPOSALS ACCEPTED UNTIL: 2:00 p.m. on May 12, 2023

ACCEPTANCE PLACE:

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

CONTACT:

**Craig Pruett, Executive Director of
Procurement & Auxiliary Services
512-594-0070**

Craig.Pruett@pfisd.net

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 for **Mowing & Miscellaneous Grounds Related Services**, delivered, assembled, maintained, or installed (when applicable), in accordance with specifications and conditions embodied within this inquiry. Quantities, where listed, are to be considered estimated needs only. Pflugerville ISD reserves the right to purchase less than, or additional items as needed.
2. This Request for Proposal (RFP or bid) may be awarded to multiple vendors.
3. The project has an undetermined budget.
4. Service will be required at various times throughout the year.
5. **Contractor shall provide all labor, equipment, supplies, materials, and personnel management for grounds maintenance, on an as needed basis, as described within this proposal document. All materials must be applied in accordance with the instructions, terms and conditions, and requirements/specifications contained within this document.**
6. PfISD believes the information included in this RFP is materially accurate, however, the PfISD does not warrant this information to be free from errors or omissions. Proposers are encouraged to inspect the premises prior to submitting a response.
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, acknowledgement letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed in writing by PISD.
8. Upon receipt of bids, the District will review the bids and may request additional information, including product or service presentations, as appropriate.

GENERAL REQUIREMENTS

9. **For the purpose of the contract, the District Representative shall be the District's Assistant Director of Maintenance and Grounds, or his/her designee.**
10. The Contractor may be required to visit the premises where work is to be performed prior to work authorization, as it is the Contractor's responsibility to identify all costs associated with a particular project.
11. Prices must include all transportation costs. The District will not pay for mileage.
12. Time begins when Contractor has reached the designated job site. The District will not pay travel time to and from job site, or for time spent leaving the job site to pick up materials or personnel.
13. Upon completion of work Contractor shall clear the job site of any all debris.
14. Trash receptacles located on the District's property shall not be used to dispose of the refuse or any other materials. If Contractor is found to be using District trash receptacles, Contractor will be charged the current contracted price to have the receptacle emptied.

SCHEDULING OF WORK

15. The Contractor shall have the ability to have a minimum of one (1) crew on site within 48-hours' notice.
16. All crews are required to check in and out of school's administrative office during each visit.
17. Work shall be scheduled between 8:00 AM and dark. Work may be performed beginning at 7:00 AM with prior approval from the District's Representative. No work shall begin prior to 7:00 AM due to city ordinance.
18. There will be no grounds maintenance conducted between 2:30 PM and 3:00 PM weekdays at elementary schools, between 3:15 PM and 3:45 PM at middle schools, and 4:00 PM and 4:30 PM at high schools while students are vacating the premises. Unless prior approval is given by district authorized representative
19. Work shall not interfere with after school playground usage by football, soccer, and other team practices or band practices that often occur between 4:30 PM and 7:00 PM.
20. All grounds maintenance must be pre-authorized and pre-scheduled by the District's Representative and may be cancelled and/or rescheduled due to educational activities and testing.
21. Usage of bathroom facilities at the campuses will not be allowed

DESCRIPTION OF WORK

22. The Contractor shall provide the following services with each location:
 - Mow all turf areas accessible to mowing equipment. Mowing equipment shall be set at two-inch mowing height.
 - Mowing of retention ponds and drainage ditches (at the height of 4") are to be included with each service.
 - Driveways, sidewalks, fences, streets, all asphalt areas, perimeters of buildings, retention pond edges and all areas that cannot be mowed shall be weed-eaten.
 - Clippings shall be removed from all pavement and concrete areas adjoining grass areas after mowing and weed eating.
 - All debris and trash shall be removed from the PfISD property including retention pond areas. Disposal of all litter and clippings shall be off-site.
 - Contractor shall not place any clippings or other grounds maintenance debris in District dumpsters. Contractor will be responsible for cost of extra dumpster pickups for improper disposal.

PERSONNEL AND EQUIPMENT

23. The District will not allow convicted felons access to campuses or any District departments.
24. Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals who come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.

25. The District reserves the right to audit and verify that any employee of the Contractor does or does not have a felony conviction. If verified, the employee will be removed immediately by the Contractor from school property and will not be allowed to return.
26. Contractor's work force shall be properly attired at all times.
27. The workers shall be as neatly groomed as possible.
28. Workers shall wear identification badges or a uniform of some type that indicates the company name and shall conduct themselves and perform their work in a professional manner.
29. Tank tops, exposed undershirts, T-shirts with arms cut off or missing,, or clothing / hats depicting inappropriate language or advertisements are NOT acceptable.
30. Inappropriate language will not be tolerated.
31. All maintenance vehicles and equipment shall be clearly marked with the company name and be located out of the way of mainstream pedestrian and vehicular traffic, making the Contractor's presence to be as inconspicuous as possible.

SUBMITTAL OF PROPOSALS

32. Proposals may be submitted until **2:00 p.m. (local), Friday, May 12, 2023** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged.
33. This proposal is prepared as a request for proposal and will not be publicly read aloud. After the proposal is awarded, tabulations may be requested.
34. Vendors shall submit one (1) original, and two (2) identical copies of their response. Vendors shall also submit identical copies on two (2) flash drives.
35. 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 on the outside of the package. Failure to follow these instructions may result in rejection of your response.
36. 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 restriction when submitting an offer with an entity of the State of Texas.
37. **Note: All contact related to this proposal process must be through, or authorized by the Pflugerville ISD Executive Director of Procurement & Auxiliary Services. Do not contact members of the Board of Trustees, the Superintendent or other employees of the Pflugerville Independent School District. Contact with any of these prohibited individuals after issuance of the RFCSP and before selection is made, may result in disqualification of your Proposal.**
38. Bid tabulations may be requested once an award has been made.
39. The Owner may disqualify any Proposal not prepared and submitted in accordance with the proposal provisions.
40. Representations: By submitting a Proposal, the Proposer hereby represents and warrants to the Owner that the Proposer has read and understands the Proposal Documents and the Contract Documents and the Proposal is made in accordance with the Proposal Documents.

41. By submitting a proposal, each proposer agrees to waive any claim it has or may have against the PfISD, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. The PfISD shall have no contractual obligation to any proposer, nor will any proposer have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the proposer have been fulfilled by the proposer.
42. Proposer agrees to hold the proposal open for acceptance for forty-five (45) calendar days from the proposal date.
43. Proposers may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. The district will return the proposal documents unopened at that time.

INSURANCE REQUIREMENTS

44. See page 12 for specific coverage requirements.
45. The Contractor shall have their insurance companies list the PfISD as a named insured on the policies.
46. Certificates shall be sent to the PfISD Purchasing Department at each change or renewal during the term of this contract.

SAFETY

47. Contractor's workers must take special precautions when operating machinery during the time students are outdoors.
48. Even though the students in elementary grades are provided supervision while outdoors, operators of machinery must never assume that the safety of students is assured by someone else.
49. Good, common safety sense must prevail at all times. Whenever an individual ventures into the path of a mower or gets into close proximity of grounds keeping operations, workers will stop, turn off equipment, and seek out the person in charge who will take care of the student(s).
50. Contractor's workers will never discipline students.

PROPERTY DAMAGE

51. Damage to district, district staff, or public property caused by the Contractor's work force shall be reported to the District immediately by calling District's Representative and letting the campus know, in person, prior to leaving the site.
52. Damage to district, district staff, or public property caused by the Contractor's work force shall be repaired or replaced at no expense to the District or owner.
53. If the Contractor has to replace District owned or other property, the replacement shall be of the same product and quality.
54. The Contractor shall handle all District property claims within forty-eight (48) hours of initial contact.
55. All personal property claims must be handled before close of business on the date of occurrence.

FINAL INSPECTION AND PAYMENT

56. The Contractor shall demonstrate work completed meets the requirements of PfISD.
57. The District Representative shall give final approval of all work performed.
58. The Contractor will email or fax all inspection reports or other applicable documents to the District Representative for processing.
59. To receive payment for services, the Contractor shall provide the following information:
 - A report showing the facilities where services were performed, and the work order assigned to each.
 - An invoice matching the report, broken down by facility, billable facility rate, applicable labor rate and hours worked.
 - A work order, a copy of the company's dated service report for each campus serviced and totaled shall accompany the invoice.
 - The District must approve and sign off on all invoices prior to payment being made to ensure all charges are appropriate and all requirements have been met.

ADDENDA

60. All addenda issued by the District prior to the time proposals are received shall be considered part of the RFP. Only those inquiries the District replies to by addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

QUESTIONS

61. The deadline for submitting questions is **May 3, 2023 @ 12:00 pm CST**. Questions should be submitted by email and addressed to the Purchasing Office at Craig.Pruett@pfisd.net. Answers to questions shall be made public by addenda to be posted on the district's website by the end of business on **May 5, 2023**. Answers shall be posted at: <http://cms.pfisd.net/Page/259>.
62. **Questions will not be accepted by phone. Pflugerville ISD will only respond to questions submitted as directed above.**

TIMELINE

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

Event	Date
RFP Available	April 24, 2023
Pre-proposal Conference	N/A
Vendor Questions Due	May 3, 2023, 12:00 pm
Answers Posted by	May 5, 2023 @ 5:00 pm
Proposals Due	May 12, 2023 @ 2:00 pm
Proposal Award (Anticipated)	June 1, 2023
Awards Posted (Anticipated)	June,1 2023
Contract Begins (Anticipated)	June 1, 2023

PRE-PROPOSAL CONFERENCE

64. The district does not intend to hold a pre-bid conference. However, site visits can be arranged through the Executive Director of Procurement and Auxiliary Services.

PERMITS AND LICENSES

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

BONDING REQUIREMENTS

66. Payment, and Performance bonds **will not be** required for this project. Individual requirements are addressed below.

Bid Bond

N/A

Payment and Performance Bonds

N/A

AWARD OF CONTRACT(S)

67. The district may award multiple contracts to ensure service availability. However, Pflugerville ISD retains the right to award in any manner deemed to provide best value for the district. It is the district's intent to purchase required items and services as scheduled and on an as needed basis, throughout the contract term.
68. The initial contract term shall begin upon approval by the Pflugerville ISD Board of Trustees (if contract value exceeds \$50,000) and shall end on **August 31, 2024**. If Board approval is not required, the contract shall begin upon approval by the District's Executive Director of Procurement and Auxiliary Services.

RENEWAL OF CONTRACTS

69. The contract comes with four (4) additional one (1) year renewal options if both parties agree.
70. If this contract has renewal options, renewal notices will be posted on the district's website located at <http://cms.pfisd.net/Page/259>. Notices may not be sent directly to vendors.
71. It is the responsibility of each vendor to notify Pflugerville ISD of intent to change pricing, make other contract changes, or terminate the contract at least thirty (30) days prior to the end of each annual contract term.

INTERLOCAL AGREEMENTS

72. 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.
- 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.

EVALUATION CRITERIA

73. Evaluation shall be based upon the following criteria (100 points possible):

- (1) The contract price (1-30 points).
- (2) The reputation and quality of the vendor's goods and services (1-25 points)
- (3) The extent to which the vendor's goods and services meet the district's needs. (1-15 points)
- (4) The vendor's past relationship/experience with PfISD (1-10 points)
- (5) Impact on the district's ability to comply with laws and rules relating to "HUB" businesses (0 or 5 points)
- (6) The total long-term cost to the district to acquire the vendor's goods or services; (1-15)
- (7) Any other relevant factor specifically listed in the request for bids or proposals. (0)
- (8) 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)

TOTAL POINTS (100 points)

GENERAL QUESTIONNAIRE

Please provide the following information in the sequence and format prescribed by this questionnaire, in addition to any other information you believe is important for the District to know about your organization.

1. Please provide a cover letter that includes the name, business address, telephone number, fax number, type of organization (corporation, partnership, etc.), year founded, number of employees.
2. Contact Person (with telephone and email address)
3. State how many years your organization has been in business in its current capacity.
4. Has your organization operated under any former names? If so, list those names.
5. Provide documentation of your ability to provide **insurance** required by the Contract Documents attached hereto in the form of a notarized letter from your firm's insurance provider or agent confirming its commitment to provide the required insurance.
6. Provide a list of at least three references, preferable Texas public school districts, your firm has completed work for over the past five years.

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PfISD") currently has over 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 to this bid process should be directed to the PfISD Director of Purchasing for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

11. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION". Acceptance of such materials does not constitute an admission by PfISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**

12. Samples, if applicable or when requested, shall be furnished at no cost to Pflugerville ISD. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.

13. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.

14. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Pflugerville ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.

15. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

16. Withdrawal of bids will not be allowed for a period of 90 days following the bid opening.

DEVIATIONS FROM SPECIFICATIONS

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

AWARD OF CONTRACT(S)

18. Pflugerville ISD reserves the right to award the Contract(s) to the vendor(s) offering the best value, and not necessarily to the vendor proposing the lowest price. However, the district reserves the right to award single or multiple contracts; waive technicalities or to not award any contracts as a result of this bid process. **PfISD reserves the right to award in any manner deemed to be in the best interest of the district.**

19. PfISD is environmentally conscious and prefers that vendors doing business with PfISD use packaging materials made from recycled paper, plastics, cardboard, wood, etc.

20. The specific criteria to be used for evaluation and award of this contract shall be outlined under the Special Terms and Conditions.

21. It is not the policy of the Pflugerville Independent School District to purchase on the basis of low price alone.

22. Vendors submitting an "All or None", bid will not be considered for anything other than the entire award. Therefore, a vendor who specifies "All or None" and does not submit a bid for all items solicited will be deemed non-responsive.

23. Successful vendors will be notified by an award notification letter.

24. **Pflugerville ISD reserves the right to accept or reject any or all offers, to waive formalities and to accept the offer(s) that is determined to be in the best interest of the District.**

25. These conditions are applicable and form a part of any contract documents resulting from this bid process, including purchase

orders. In case of conflict, the bid documents shall take precedence.

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

DELIVERIES

39. Deliveries of in stock merchandise (when applicable) shall be made within five business days of receiving the purchase order. If delivery cannot be made within the required days, then notice must be given to PfISD with an expected delivery date.

40. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, Pflugerville ISD reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless:

- A. Prior approval is given for an extended delivery date by the department affected.
- B. The purchase order states an extended date.
- C. The merchandise ordered by PfISD is lost in shipment and PfISD is advised and agrees to accept a later delivery date.
- D. The vendor takes exception to the 30 day requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.

41. All deliveries shall be shipped FOB Pflugerville ISD and shall include inside delivery in the bid price. PfISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, Pflugerville ISD shall have the right to designate what method of transportation shall be used to ship the goods.

42. The title and risk of loss of the goods shall not pass to Pflugerville ISD until PfISD actually receives and takes possession of the goods in good order at the point or points of delivery.

43. All items shall be subject to inspection and rejection by PfISD for defects and/or noncompliance with the purchase order. If for any reason, any item that is rejected, Proposing vendor will cover all shipping costs to and from PfISD, Pflugerville, Texas. Rejected items not picked up within one (1) week after notification will become a donation to Pflugerville ISD for disposition.

ORDERING

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

PAYMENT

46. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity.
47. **Invoices should be mailed to Pflugerville Independent School District, Attn: Accounts Payable, 1401 West Pecan, Pflugerville, TX 78660.** Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

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

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

INTERPRETATION

51. PflSD 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 PflSD.
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 PflSD 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 PflSD, in whole or in part, without penalty, pecuniary risk or further liability to PflSD.
61. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

PENALTIES FOR NON-PERFORMANCE

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

NOTIFICATION OF CRIMINAL HISTORY

63. The attached criminal history form must be completed and returned as a part of this bid, if applicable.
64. All Vendor employees who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Under no circumstances shall Vendor be allowed to use employees, agents or subcontractors on district property who have been convicted of a felony or a crime involving sexual misconduct. Vendor shall require all employees, agents and subcontractors to comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.
65. The awarded vendor(s) shall insure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on Pflugerville ISD property at any time.

UNIFORM COMMERCIAL CODE

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

ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

67. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.
68. Both parties agree that a good faith effort will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.
69. **This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Pflugerville, Travis County, Texas.**
70. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

- 71. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
- 72. Successful bidders agree to protect PflISD from claims involving infringement of patent or copyright.
- 73. Any required notice provided to successful bidder by Pflugerville ISD shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.
- 74. **ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY PFLUGERVILLE ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT.** Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement **UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND** included in any final agreement executed between Vendor and the duly authorized representative of PflISD. In the event a separate agreement is not executed by PflISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PflISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

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

INSURANCE

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

- 78. Required insurance coverage amounts include:

<u>TYPES OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each emp.
Contractor's Comprehensive Liability & Property Damage	\$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence
Excess Liability (Umbrella)	\$1,000,000

(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.)

PROPOSAL FORM

SECTION ONE: LINE ITEM PRICING

Submitted by: _____

Address: _____

Phone No.: _____ Fax No.: _____ Email: _____

MAINTAINED ACREAGE FOR DISTRICT LOCATIONS

Included below is a listing of the current area service locations and descriptions within the District. The district may require as many as 24 cuts per location, per year. However, for the purpose of this bid, line items will be bid as a price per location, per cut.

The District reserves the right to add or delete service locations as necessary. Please note this proposal does not require service for any athletic areas.

Campus Name	Address	Est. Acreage	Pricing per campus
Administration	1401 W. Pecan Street, Pflugerville, TX 78660	1	
Connally High School	13212 North Lamar, Austin, TX 78753	8	
Hendrickson High School	19201 Colorado Sand Dr., Pflugerville, TX 78660	25.6	
Pflugerville High School	1301 W. Pecan St., Pflugerville, TX 78660	6	
Weiss High School	5201 Wolf Pack Dr., Pflugerville, TX 78660	24	
PACE	700 W. Pecan St., Pflugerville, TX 78660	6	
Provan Opportunity Center	1401-A W. Pecan St., Pflugerville, TX 78660	5	
Bohls Middle School	5104 Pleasanton Pkwy, Pflugerville, TX 78660	16	
Dessau Middle School	12900 Dessau Rd., Austin, TX 78754	17.3	
Kelly Lane Middle School	18900 Falcon Pointe Blvd., Pflugerville, TX 78660	12.5	
Carpenter Elementary	5100 Pleasanton Parkway, Pflugerville, TX 78660	9	
Delco Primary	12900-A Dessau Road, Austin, TX 78754	3.2	
Dessau Elementary	1501 Dessau Ridge Ln., Austin, TX 78754	6.1	
Murchison Elementary	2215 Kelly Lane, Pflugerville, TX 78660	7.0	
Total Acreage:		146.7	

SECTION II: CATALOG PRICING

Please provide a list of additional services your firm provides and the price mechanism used to price jobs. This may be provided as an hourly rate or cost per acre. Attach additional pages, if necessary.

Mowing Service (As Needed at other sites): _____

Price: _____

Tree & Shrub Trimming: _____

Price: _____

Type of service offered: _____

Price: _____

Type of service offered: _____

Price: _____

Type of service offered: _____

Price: _____

Signature: _____

Name/Title: _____

Company Name: _____

Date: _____

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 PfISD? Yes _____ No _____

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

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

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

FORM B: ACKNOWLEDGEMENT OF STATE, LOCAL & FEDERAL CERTIFICATIONS

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

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

Please check the appropriate line below:

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

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

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

Name of Felon(s): _____

Details of Conviction(s) _____

Initial _____

- B. Criminal History Notification: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. Certification forms, found on the PfISD Purchasing Department web page located at <http://cms.pfisd.net/Page/262>, must be completed and submitted to the PfISD Purchasing Department prior to commencement of the contract. *Covered Employees* is defined as: Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying Criminal History is defined as:

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

Initial _____

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

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

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

City

State

Initial _____

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

By submission of this response, the undersigned certifies that:

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

7. The bidder or proposer has not and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent, or employee of the Pflugerville Independent School District in connection with information regarding this bid or proposal, the submission of this bid or proposal, the award of this bid or proposal, or the performance, delivery, or sale pursuant to this bid or proposal.

Initial _____

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

Initial _____

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

Initial _____

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

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

Initial _____

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

Initial _____

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

Pursuant to Section 2270.001 of Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Initial _____

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

Initial _____

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES

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 PflISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PflISD is responsible for complying with any applicable disclosure requirements. PflISD will post the required completed questionnaires on its website.

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

Pflugerville ISD Board of Trustees

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

District Leadership

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

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

FORM CIQ

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

OFFICE USE ONLY
Date Received

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

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

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

3 Name of local government officer about whom the information in this section is being disclosed.

 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

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

4

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

Form D: Notification of HB 1295 Requirements

HB 1295 Certificate of Interested Parties

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

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

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

Definitions:

"Interested Party" means a person:

- (a) Who has a controlling interest in a business entity with whom PfISD contract; or
- (b) Who actively participates infacilitating 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.

"Exempted Firms" include:

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

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

Required steps:

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

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

Form W-9 Rev. October 2007 Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	--	---

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

- 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: BID FORM

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

I agree:

1. To hold my bid open for **45 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between Pflugerville Independent School District and my company, if awarded any or all of the bid;
3. That orders will be delivered, F.O.B., PflISD, 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 PflISD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

Signature _____

Printed Name _____

Title _____

Date _____

FORM G: DEVIATION/SIGNATURE PAGE

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

DEVIATIONS:

Our response is submitted according to:

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

DEVIATIONS LISTED ABOVE

Signature

Printed Name

Title

Date