



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

REQUEST FOR PROPOSALS

PFISD Middle School Classroom Projector Replacement

26-017JO

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

PROPOSALS ACCEPTED UNTIL: 2:00 p.m. on December 11, 2025

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

CONTACT: Janie Ornelas, Director of Procurement and
Auxiliary Services
512-594-0070
Guadalupe.Ornelas@PflISD.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 PFISD Middle School Classroom Projector Replacement 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 six (6) 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 PFISD.
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 with 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. CST December 11, 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 PFISD Middle School Classroom Projector Replacement RFP 26-017JO**", 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 **2:00 pm CST, December 3, 2025**. 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 website via the link below by the end of business on December 4, 2025.

<https://www.pfisd.net/about-us/departments/procurement-and-auxiliary-services/information-for-vendors/bidding-opportunities>

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

TIMELINE

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

Event	Date
RFP Available	November 24, 2025
Vendor Walkthrough	December 2, 2025 @ 4:00pm
Vendor Questions Due	December 3, 2025 @ 2:30pm
Answers Posted by	December 4, 2025 @ 5:00pm
Proposals Due	December 11, 2025 @ 2:00pm
Proposal Award (Anticipated)	January 15, 2026
Awards Posted	January 16, 2026
Contract Begins (Anticipated)	Upon Approval

PRE-BID CONFERENCE & SITE VISITS

21. A site visit will take place at **4:00 pm on Tuesday, December 2, 2025** at the following address:

Park Crest Middle School
1500 N. Railroad Ave.
Pflugerville, TX 78660

PERMITS AND LICENSES

22. Firms should be fully licensed to complete all work required. Copies of all applicable licenses should be provided with your response.
23. The awarded firm is responsible for all permitting and licensing as required by the project.
24. The awarded firm is responsible for ensuring work meets all applicable codes and regulations.

BONDING REQUIREMENTS

25. Payment and Performance Bond **are** required for this project.

AWARD OF CONTRACT(S)

26. It is the intent of Pflugerville ISD to award a single contract to fulfill the requirements of this RFP.
27. 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.
28. 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

29. 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 (1-15)
 - 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. Service Level Agreement (1-5)
 - b. Implementation (1-5)
 - c. Local Service and Support Team (1-5)
 - 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

30. 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

31. N/A

CONTRACTOR EXPECTATIONS

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

SPECIFICATIONS AND PRICE FORM

33. The awarded vendor is expected to provide goods and service as specified within this proposal document. Proposing Vendors **must complete the Pflugerville ISD Pricing Summary Page and the "PflISD Middle School Classroom Projector Replacement Pricing Workbook"**. Proposing vendors may use the "Additional Vendor Recommended Parts" area on the Detail Pricing Sheet, provided as part of this proposal, to submit additional information as needed.

STANDARD DISCOUNT RATE

34. PflISD 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 August 31, 2026** _____

CONTRACT CONDITION

35. Conditions
- a) There is no commitment by the District to purchase any guaranteed quantities for items reference in this proposal.
 - b) This proposal must be valid at least until August 31, 2026
 - 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 any and all information required of a turn- key solution before submittal

RESPONSIBILITIES

36. PFISD Responsibilities
 - a) PfISD will be responsible for installing electric outlets for the chosen solution if necessary.
 - b) PfISD will provide a school map indicating specific information about each installation location.
 - c) PfISD will provide a standard template for Audio Controller and Input Plate location
 - d) PfISD will provide necessary access to all site locations.

37. Vendor Responsibilities
 - a) Vendor will provide storage for all items listed on bill of materials until time of install.
 - b) Vendor will provide estimated delivery dates for all products, as well as notice of any known backorder issues at time of bid response.
 - c) Vendor will provide product availability updates throughout the project engagement.
 - d) Vendor will provide detailed inventory for each campus in a timely manner.

CONTACTS

38. PFISD Technical Contacts
 - a) Angele Fitzhenry – Executive Director of Technical Services
 - b) James Paniagua – Technology Project Manger
 - b) Technical Clarifications or concerns pertaining to the RFP are to be emailed to
Guadalupe.Ornelas@PfISD.net
 - c) Additional contacts will be made available upon contract award.

SPECIFICATIONS AND SCOPE OF WORK

Solution Overview

PfISD requests proposals for the PFISD Middle School Classroom Projector Replacement project. The awarded vendor(s) will be expected to provide parts and service as specified within this proposal document.

Vendor shall provide pricing for all of the requested equipment and a turnkey installation of both a Full Classroom Solution and partial A/V solution, at six (6) sites in the following quantities:

- **SCENARIO 1** - 293 standard classroom interactive projector upgrades (utilize existing audio, cabling, wall plates and control system)
- **SCENARIO 2** - 8 classroom interactive projector and audio solution installs (full solution including cabling, wall plates, audio and possible whiteboard)
- **SCENARIO 3** - 6 interactive projector upgrades and HDMI cable upgrades (currently VGA) in non-standard instructional areas
- **SCENARIO 4** - 9 standard projector upgrades and HDMI cable upgrades (currently VGA) in non-standard instructional areas

Vendor will be responsible for removal and disposal of existing projectors, mounts, screens, and whiteboards from the school sites, unless otherwise instructed to leave at campus per PFISD Technology.

Vendor will be responsible for storage of all materials until installation.

Vendor(s) must submit a proposed timeline for work completion. PFISD requires all work to be completed by July 31, 2026. The district may choose some or all of the listed equipment in the final design and may adjust the quantity of installations within the locations as necessary.

INSTALLATION DETAILS

The following scenarios assume a complete and tested installation of all equipment ensuring expected solution functions according to PfISD specifications:

Scenario 1: Upgrade of current Interactive solution (Epson 696UI Projector):

- 1 Wall Mounted Epson Brightlink 770Fi
- 1 Ultra-Short Throw Wall Mount
- 1 Interactive Touch Module for Brightlink
- Connect to original audio, visual, and control system (PXE)
- Connect to classroom desktop with new cable sets
- Projectors are scoped and interactivity tested
- Wall control (PXE) configured and tested
- Patch/paint from any removed 696 touch sensors/mounts as needed

Scenario 2: Install of new Interactive solution

- 1 Wall Mounted Epson Brightlink 770Fi
- 1 Ultra-Short Throw Wall Mount
- 1 Interactive Touch Module for Brightlink
- Install of audio, visual, and control system (PXE)
- Possible whiteboard replacement to meet standards
- Connect to classroom desktop with new cable sets
- Projectors are scoped and interactivity tested
- Wall control (PXE) configured and tested

Scenario 3: Upgrade of current Interactive solution and cabling (HDMI)

- 1 Wall Mounted Epson Brightlink 770Fi
- 1 Ultra-Short Throw Wall Mount
- 1 Interactive Touch Module for Brightlink
- Removal of any VGA cabling; upgrade to HDMI
- Connection to existing audio solution
- Connection to existing wall control (PXE) or addition of wall control (PXE)
- Possible whiteboard replacement to meet standards
- Connect to classroom desktop with new cable sets
- Projectors are scoped and interactivity tested
- Wall control (PXE) configured and tested
- Patch/paint from any removed 696 touch sensors/mounts as needed

Scenario 4: Update or add a Non-Interactive AV solution:

- 1 Ceiling Mounted Epson Powerlite L260F
- 1 Wall plate that includes HDMI, Audio 3.5
- Install/ Update mount
- Removal of any VGA cabling; upgrade to HDMI
- Connection to existing audio solution or replacement of audio solution, if outdated
- Connection to existing wall control (PXE) or addition of wall control (PXE)
- Connect to classroom desktop with new cable sets
- Projectors are scoped and tested
- Wall control (PXE) configured and tested

Asset Tag and Inventory Details

PfISD is requesting services for Asset Tag and Inventory processing for each installed projector. Vendor will affix a district provided Asset Tag on each installed projector and scan the projector for inventory purposes. PfISD will provide the asset tags and an inventory template that must be used for this process. PfISD will also have scanners available for use if needed. Inventory will include Campus, Room Number, Serial Number, and Asset Tag Number.

Patch/Paint Services

Preferred Painting Contractors for Patch & Paint Touch-Up Work

Following the removal of Epson 696 touch sensors or mounts in approximately 200 classrooms at Dessau Middle School, Kelly Lane Middle School, Pflugerville Middle School, and PACE, the selected vendor shall be responsible for coordinating patch and paint touch-up services.

To ensure consistency in quality and color matching across campuses, **PfISD requires that all patch and paint touch-up work be subcontracted to one of the following approved painting vendors:**

- **21st Century Painting**
- **Slater Painting Company, Inc.**

The awarded vendor shall engage **one** of the above firms for all related patch and paint services as part of this project. Pricing, scheduling, and coordination with the chosen painting contractor will be the responsibility of the prime vendor.

Substantial Completion – June 26, 2026 (overall project)

- Substantial completion is defined as all projectors are installed and fully functional.
- Projectors are scoped and interactivity tested.
- Audio tested from projector.
- Wall control (PXE) configured and tested.
- Accessories handed over to PfISD Technology, labeled per room.
- Patch/paint completed where necessary
- PfISD Technology must sign off on substantial completion status
- A fee of \$250.00 as liquidated damages may be charged each consecutive day beyond the substantial completion deadline.

Project Completion – July 31, 2026

- All punch list items are complete
- All inventory items have been handed off to PfISD
- All documentation, training and knowledge transfer are complete
- Vendor equipment is removed from district
- PfISD Technology must sign off on project acceptance and completion status.
- A fee of \$250.00 as liquidated damages may be charged each consecutive day beyond the project completion deadline.

Professional Services

- a) A single standard installation location will be selected by PfISD for full installation. Once the single room installation has been reviewed and approved, full campus installations can be scheduled
- b) Project implementation is planned to occur **after** the normal school day. In most locations, the work may not begin until after 4:00pm.
- c) Sites must be returned to a clean and safe area for staff/student use by 6am the following day. Sites must be clear of debris, any unused project equipment, and any vendor equipment.
- d) Vendors may work on the weekends or during school closures with prior approval from PfISD.
- e) Installation must be completed per location before moving to the next location. PfISD must sign off on completion of a site prior to beginning any work at the next location.
- f) Vendor will provide storage for any projector installation equipment until time of install.
- g) Vendor will be responsible for the removal and disposal of any existing equipment from the school sites, unless otherwise instructed by PfISD Technology. Existing projector equipment will be removed according to PfISD Technology specifications.
- h) Vendor is responsible for removal of all trash resulting from the deployment and installation of products from the PfISD sites.
- i) Vendor is responsible for patch and paint after removal of the prior installed touch sensors/mounts.
- j) Vendor hereby agrees to commence work under this contract on the date to be specified in written Notice of Award to the Owner and to have Substantial Completion and Project Completion by the dates indicated within this proposal document. Bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive work day thereafter as incentive to complete all work in a timely manner.

Bill of Materials

The following table lists the products, description, and quantities needed for the completion of the project.

PfISD Classroom AV Upgrades			
Campus	Brightlink 770Fi Installs	Epson Powerlite L260F Installs	Whiteboard Room Installs
Pflugerville MS	58	4	0
Westview MS	55	1	4
Park Crest MS	60	1	5
Dessau MS	58	2	2
Kelly Lane MS	62	1	3
PACE	14		

PfISD Classroom AV Upgrades		
Item	Description	Quantity
Projector Solution	Epson Brightlink 770Fi – V11HA78020	307
Projector Solution	Epson Interactive Touch Module for Brightlink Interactive ELPFT01: V12H007A23	307
Mount	Ultra-Short Throw Wall Mount ELPMB62: V12HA06A05	307
Misc. Projector Solution	Epson Powerlite L260F (Model V11HA69020)	11
Misc. Projector Solution	Chief MFG CMS 440	9
Misc. Projector Solution	Chief MFG RPAU	9
	Cables	
Cable	35' HDMI Cable (Plenum Rated); (Wall Plate to Projector)	32
Cable	35' 3.5 Stereo Mini Audio (Plenum Rated); (Wall plate to Amp)	32
Cable	35' Cat6 Cable (Plenum Rated); (Wall plate to Projector)	11
Cable	50' HDMI Cable (Plenum Rated); (Wall Plate to Projector)	10
Cable	50' 3.5 Stereo Mini Audio (Plenum Rated); (Wall plate to Amp)	10
Cable	50' Cat6 Cable (Plenum Rated); (Wall plate to Projector)	1
Cable	75' HDMI Cable (Plenum Rated); (Wall Plate to Projector)	4
Cable	75' 3.5 Stereo Mini Audio (Plenum Rated); (Wall plate to Amp)	4
Cable	75' Cat6 Cable (Plenum Rated); (Wall plate to Projector)	2
Cable	5' 3.5 Stereo Mini Audio to RCA L/R Audio (Non-Plenum Rated) (Projector to Amp)	23
Cable	15" USB 2.0 A to B cable - Liberty E-USBAB-15 (Wall Plate to Computer)	307
Cable	15' HDMI Patch Cable – Liberty Comet-H05M (Non-Plenum); (Wall Plate to Computer)	632
Cable	15' Stereo Mini Audio Cable - Liberty Z100AM15FT (Non-Plenum)	316
Balun	3' USB-A to USB-B Cable (USB Balun to Projector)	14
	Audio Components	
Presentation Audio	Roemtech PMA350H Plenum audio amplifier	30
Presentation Audio	JBL Control 424 C/T Ceiling speakers (2 per standard room)	52
Presentation Audio	JBL Control 23-1 Wall Mount speakers	4
Wall Controllers	SP Controls PXE-DCM+ wall controller (on/off, source select, volume control) and required cabling	63

Source Input Plate	RCI or COVID Custom Plate --Double gang Milled Metal Plate: 2 HDMI, 2 Stereo Mini Audio, 1 USB-B Balun (<i>Liberty Host Balun PMI-A9B, Balun mounted to plate and Liberty Client Balun PMI-A9A, included separately</i>). Mini audio to be placed under each of the HDMI connections	113
Source Input Plate	RCI or COVID Custom Plate --Double gang Milled Metal Plate: 2 HDMI and 2 Stereo Mini Audio Mini audio to be placed under each of the HDMI connections	5
Source Input Plate	RCI or COVID Custom Plate --Four gang Milled Metal Plate: 2 HDMI, 2 Stereo Mini Audio, 1 USB-B Balun (<i>Liberty Host Balun PMI-A9B, Balun mounted to plate and Liberty Client Balun PMI-A9A, included separately</i>). Mini audio to be placed under each of the HDMI connections	1
Source Input Plate	RCI or COVID Custom Plate --Four gang Milled Metal Plate: 2 HDMI and 2 Stereo Mini Audio Mini audio to be placed under each of the HDMI connections	14
Whiteboard/Screen		
Projection Board	4' x 8' Best-Rite (MooreCo) White Board Projection Board	16
Side Boards	4' x 4' Best-Rite (MooreCo) White Board	12
Miscellaneous Supplies		
Outlet blanks	Single gang wall blank plate, double gang wall plate blank, and single gang decora plates as needed.	
Professional Services		
Inventory	Inventory and asset tags for projectors	318
Installation	Scenario 1: Upgrade of current Interactive solution	293
Installation	Scenario 2: Install of new Interactive solution	8
Installation	Scenario 3: Upgrade of current Interactive solution with HDMI cabling	6
Installation	Scenario 4: Update or add a Non-Interactive AV solution	9
Disposal	Removal and Disposal of Equipment	
Patch/Paint	Patch and paint services to cover removal of Epson 696 touch sensors at Dessau Middle School, Kelly Lane Middle School, Pflugerville Middle School, and PACE	

Pflugerville ISD – Pricing Summary

Please enter the final totals per category below

Hardware (Projector and Mounts) \$ _____
Epson 770Fi and Powerlite L260F projectors and mounts

Cables \$ _____

Audio Components \$ _____

Whiteboards \$ _____

Miscellaneous Supplies \$ _____

Additional Vendor Recommended Parts \$ _____

Professional Services \$ _____
Installations, Disposal, Inventory, Patch/Paint

Payment Bond \$ _____

Performance Bond \$ _____

PROJECT TOTAL \$ _____

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

_____ **YES** _____ **NO**

****Vendors must also complete the “PfISD Middle School Classroom Projector**

Replacement Pricing Workbook” and submit with proposal

Subcontractor Disclosure

Will your firm subcontract any work related to this project? ___Yes ___ No

If yes, what percentage of work will be completed by subcontractors? _____%

What type of work will the subcontractor(s) be completing?

How many subcontractors will be used? _____

Please provide the name, address and contact information for each contractor your firm will use on this project.

1. _____

2. _____

3. _____

Service Level Agreement Disclosure

Will your firm provide a local presence lead/team for the implementation process?

YES NO

Does your firm have a local team (within 60-mile radius of PfISD Technology Office) to provide support for warranty work?

YES NO

Does your firm charge a fee for service calls? YES NO

If so, how much is the fee? _____

Please describe your Service Level Agreement structure:

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PflISD") currently has over 26,000 students and operates twenty-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 PflISD Director of Purchasing for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
11. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should be filed with the submittal in a separate envelope marked "**CONFIDENTIAL - DO NOT DUPLICATE WITHOUT PERMISSION**". Acceptance of such materials does not constitute an admission by PflISD that the materials are confidential or a trade secret. (**Government Code, Article 252.049**)

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

DEVIATIONS FROM SPECIFICATIONS

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

AWARD OF CONTRACT(S)

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

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

DELIVERIES

- 39. N/A
- 40. N/A
- 41. All deliveries shall be shipped FOB Pflugerville ISD and shall include inside delivery in the bid price. PfISD will accept responsibility for deliveries after final inspection and acceptance of said items. If the quoted delivery terms do not include transportation costs, Pflugerville ISD shall have the right to designate what method of transportation shall be used to ship the goods.
- 42. The title and risk of loss of the goods shall not pass to Pflugerville ISD until PfISD actually receives and takes possession of the goods in good order at the point or points of delivery.

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

ORDERING

- 44. N/A
- 45. N/A

PAYMENT

- 46. N/A
- 47. **Invoices should be mailed to Pflugerville Independent School District, Attn: Accounts Payable, 1401 West Pecan, Pflugerville, TX 78660.** Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.
- 48. **Do not include Federal Excise, State or City Sales Tax. PfISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.**
- 49. PfISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
- 50. PfISD agrees to notify the supplier of an error or contested invoice. PfISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

INTERPRETATION

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

WARRANTY AND RETURNS

- 52. Warranty Conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for the product. Equipment proposals received shall be for new equipment only. Equipment refers to all hardware, software, materials and incidentals, etc. Substitutions for new equipment must be clearly stated in writing. Warranty period will be deemed to commence upon delivery and acceptance of the goods or service by PfISD.
- 53. Vendor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards and shall be free from defects in material or workmanship. Vendor warrants that all such goods or services shall conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled.
- 54. Pflugerville ISD reserves the right to return damaged, defective, or materials shipped in error, at the vendor's expense, for exchange or credit at the district's option within thirty (30) working school days of receipt of such materials.
- 55. Merchandise received from a vendor shall be new, not used or shop worn.
- 56. All items must meet OSHA standards of compliance and be asbestos free.

- 57. All items which use electrical currents must be U.L. Listing approved.
- 58. Pflugerville ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

TERMINATION OF AGREEMENT

- 59. N/A
- 60. N/A
- 61. N/A

PENALTIES FOR NON-PERFORMANCE

- 62. N/A

NOTIFICATION OF CRIMINAL HISTORY

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

UNIFORM COMMERCIAL CODE

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

ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

- 67. The contractor shall comply with all local, state, and federal ordinances, laws and regulations pertaining to the operations covered under this contract. It shall be the obligation of the contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies of state and local governments.
- 68. N/A
- 69. **This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Pflugerville, Travis County, Texas**
- 70. Neither party shall be liable in damages for any delay or default in the performance of this contract if such delay or default is caused by conditions beyond its own control including, but not limited to, Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 71. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.

- 72. Successful bidders agree to protect PfISD from claims involving infringement of patent or copyright.
- 73. Any required notice provided to successful bidder by Pflugerville ISD shall be deemed to have been given and received on the next day after such written notice has been sent via Certified Mail to the bidder's address as provided in response to this bid opportunity.

- 74. **ALL PROVISIONS LISTED WITHIN THIS BID BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT UNLESS SPECIFICALLY EXCLUDED AND AGREED TO BY PFLUGERVILLE ISD. ANY EXCEPTIONS MUST BE LISTED ON THE DEVIATIONS PAGE WITHIN THIS INQUIRY. ANY AND ALL CONDITIONS SPECIFIED WITHIN THIS PROPOSAL DOCUMENT WILL AUTOMATICALLY BECOME A PART OF ANY ADDITIONAL CONTRACT TERMS WHETHER OR NOT THEY ARE SPECIFICALLY STATED WITHIN THAT ADDITIONAL AGREEMENT.** Vendor understands and agrees that any terms and conditions submitted by Vendor as part of its bid are not incorporated into any agreement **UNLESS SPECIFICALLY LISTED ON THE DEVIATIONS PAGE AND** included in any final agreement executed between Vendor and the duly authorized representative of PfISD. In the event a separate agreement is not executed by PfISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PfISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

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

INSURANCE

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

SEE PAGE FOUR (4) FOR INSURANCE REQUIREMENTS

FORM A: VENDOR PROFILE

Company Name: _____

Contact Information:

Regarding Bid Process/Contract Renewals:

1. Contact Name: _____

2. Phone: _____ 3. Fax: _____

4. Address: _____

5. Email Address: _____

To Place Orders:

1. Phone: _____ 2. Fax: _____

3. Address: _____

4. Email Address: _____ 5. Website: _____

Payment Address: _____

Company Information:

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

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

Has your firm done business with 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 <https://www.pfisd.net/about-us/departments/procurement-and-auxiliary-services/information-for-vendors> 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

Initial _____

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. Alex Okafor
Place 2	Mr. Charlie Torres - Secretary
Place 3	Ms. Renae Mitchell -
Place 4	Ms. Claudia Yanez
Place 5	Ms. Kelly Daniel – Vice President
Place 6	Ms. Jean Mayer
Place 7	Ms. Chevonne Lorigo-Johst - President

District Leadership

Title	Name
Superintendent of Schools	Dr. Quintin Shepherd
Chief of Staff	Brandy Baker
Chief of Schools Officer	Adelaida Olivarez
Chief Financial Officer	Jennifer Land
Chief Operating Officer	Victor Valdez
Chief Human Resources Officer	Willie Watson
Chief Communications Officer	Tamra Spence
Chief Academic/Innovations Officer	Erik Torres
General Counsel	Jacob Woolsten
Assistant Superintendent	Alma Gonzalez
Assistant Superintendent	Trana Allen
Executive Director of Facilities & Support Services	Craig Pruett
Assistant Superintendent	Hutcherson Hill
Assistant Superintendent	Chrysta Carlin
Executive Director of Technical Services	Angele Fitzhenry

Initial _____

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

Initial _____

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 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.

"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.

Initial _____

Vendor Responsibility & Penalty Acknowledgement

Per Occurrence

Vendors will receive one (1) written warning for the first violation. Each subsequent violation will result in the fine amount listed below.

1. Lost Keys – **\$500**
2. Setting Off Alarms – **\$500**
3. Lost / Not Returned Badges – **\$500**
4. Tile Cutting Inside Buildings (not permitted) – **\$500**
5. Doors Propped Open – **\$500**
6. Failure to Properly Clean Restrooms – **\$500 + cleaning fees**

If this is a Bond Project, we would require Bond Signage describing the project and approved by PfISD to be displayed.

Vendor Responsibility and Fine signage to be displayed on work doors for sub-contractors to also be aware.

Vendor Acknowledgement

By signing below, the Vendor acknowledges receipt of this document and agrees to comply with the above requirements. Vendor further understands that violations will result in the financial penalties listed.

Vendor Name: _____

Authorized Representative (Print): _____

Signature: _____

Date: _____