

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

REQUEST FOR COMPETITIVE SEALED PROPOSAL

E-Sport Classroom Modernization @ Connally High School, Pflugerville High School, Weiss High School, & Hendrickson High School

CSP 27-005JO

TERMS, CONDITIONS, SPECIFICATIONS AND BID FORMS

PROPOSALS ACCEPTED UNTIL:	**January 6, 2027 @ 2:00 pm**
ACCEPTANCE PLACE:	**Pflugerville ISD** **Purchasing Department** **2021 Crystal Bend** **Pflugerville, TX 78660**
CONTACT:	**Janie Ornelas** **Director of Procurement & Aux Svs** **512-594-0074** **Guadalupe.Ornelas@pfisd.net**

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

1. The Pflugerville Independent School District ("PfISD" or "District") is soliciting Competitive Sealed proposals (CSP's) for services related to **Connally High School, Pflugerville High School, Weiss High School, & Hendrickson High School**. The awarded firm will be expected to provide services in accordance with specifications and conditions embodied within this document.

2. **The project has an estimated budget of $1,440,000.00**

3. **The scope of work includes the renovation of existing classroom spaces & modernizing for new E-sports spaces at Connally High School, Pflugerville High School, Weiss High School, & Hendrickson High School. The project is more adequately described within the project manual.**

4. PfISD believes the information included in this RFCSP 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.

5. The district is working with the following architectural/engineering firm to complete this project:

   VLK Architects
   2700 Via Fortuna, Suite
   230 Austin, TX 78746

6. Upon approval of the rankings by the Board of Trustees, the District's representative Owner will attempt to negotiate a contract with the selected Proposer. If the prices proposed are more than the District's budget for the Project, the Owner's representative may discuss with the selected Proposer options for scope or time modifications and any price change associated with the modification. If the representative is unable to reach a contract with the selected Proposer, the representative may formally end negotiations with that Proposer and proceed to the next ranked Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

7. **The district intends to obtain substantial completion of this project by July 31, 2027 and final completion of this project by August 6, 2027.**

8. 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.

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

PREVAILING WAGE RATES

10. Successful proposers shall pay at least the minimum wage rate set forth in the Prevailing Wage Rate Schedule ascertained and adopted by the Board of Trustees to all employees and subcontractors performing work on this project and in no event shall the successful proposer pay less than the rate adopted. See the Prevailing Wage Rate Schedule (Attachment 3).

SUBMITTAL OF PROPOSALS

11. Proposals may be submitted until **2:00 p.m. (local), Thursday, January 6, 2027** to the Purchasing Department, Pflugerville ISD, 2021 Crystal Bend Dr., Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged and read aloud.

12. **Note: All contact related to this proposal process must be through, or authorized by the Pflugerville ISD 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.**

13. Bid tabulations may be requested once an award has been made.

14. **Vendors shall submit one (1) original, and one (1) identical copy of their response. In addition, please include an electronic copy on two (2) separate flash drives. Please note that actual pricing is only required to be included within the original paper response.**

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

16. The Owner may disqualify any Proposal not prepared and submitted in accordance with the proposal provisions.

17. By execution and submission of a Proposal, the Proposer attests and affirms that the proposer's subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Proposal documents and, that he/she has carefully reviewed the plans, specifications, addenda and related Proposal documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for Proposing and construction purposes. Further, he/she has carefully examined the soil reports and the site of the work, and - through personal observations is satisfied as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. Proposer also acknowledges that their proposal is solely based on these documents, personal observations and has not relied in any way on any explanation or interpretation - oral or written - from any source other than those written and issued by the Architect as an official addendum to this proposal.

18. By submitting a response to this RFCSP, the proposer agrees to the terms and conditions contained in the **A101 and A201**, as modified by Owner, and agrees to execute a final version of these contracts subject to approval by Owner. Proposer must state any requested modifications and an explanation for such modifications to these Contract Documents as part of its response to this Request. These will be considered by the Owner at the point of contract negotiations. If no requests are made and/or explanations provided in the proposer's response, the proposer will be deemed to agree to execute the Contract Documents without modification and no modifications shall be considered by PfISD.

19. 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.

20. 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.

21. Proposer agrees to hold the proposal open for acceptance for ninety (90) calendar days from the proposal date.

22. Proposers may request permission to withdraw a proposal prior to the actual time for proposal opening. Such a 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

23.

Worker's Compensation	-	Statutory	
Employer's Liability	-	$1,000,000	
Commercial General Liability			
Each Occurrence	-	$1,000,000	
General Aggregate	-	$2,000,000	(A Designated Construction Project General Aggregate Limit shall be provided.)
Property Damage	-	$1,000,000	Each Occurrence
		$2,000,000	
Aggregate Independent Contractors limits as above)			(Same
Contractual Liability limits as above)			(Same
Automobile Liability			
Bodily Injury/Property Damage		$1,000,000	combined single
limit Property Damage		$1,000,000	each occurrence
Umbrella or Excess Liability	-	$5,000,000	each occurrence/aggregate

ADDENDA

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

QUESTIONS

25. The deadline for submitting questions is **12:00 pm CST, December 14th, 2026**. 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 by the end of business on **December 17th, 2026**. Answers shall be posted at: Procurement and Auxiliary Services Current Bid Opportunities

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

CONTRACT DOCUMENTS

27. Contract Documents may be obtained from the district's Purchasing page.

TIMELINE

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

Event	Date
RFP Available	November 17, 2026
Pre-proposal Conference	December 2, 2026 @ 9:00 am
Vendor Questions Due	December 14, 2026 @ 12:00 pm
Answers Posted by	December 17, @ 5:00 pm
Proposals Due	**January 6, 2027 @ 2:00 pm**
Proposal Award (Anticipated)	January 21, 2027
Awards Posted (Anticipated)	January 22, 2027
Construction Begins	May 29, 2027
Substantial Completion Date	July 31, 2027
Final Completion Date	August 6, 2027

PRE-BID CONFERENCE & SITE VISITS

29. A Pre-Bid Conference will be held on **December 2, 2026 at 9:00am** at the following location: Pflugerville ISD Support Services
2021 Crystal Bend
Pflugerville, TX 78660.
Phone: 512-594-0200

Attendance at the Pre-Proposal Conference is not mandatory, but attendance is strongly encouraged. Site walks will occur immediately following the pre-proposal conference.

PERMITS AND LICENSES

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

BONDING REQUIREMENTS

31. Payment, and Performance bonds **will be** required for this project. Individual requirements are addressed below.

Bid Bond:

A bid bond in the amount of 5% must be submitted with the sealed proposal.

Payment and Performance Bonds

Payment and Performance Bonds in the amount of 100% of the contract price must be provided by the awarded firm within five days of contract award.

AWARD OF CONTRACT(S)

32. The district intends to award a single contract to complete this project. Pflugerville ISD retains the right to award in any manner deemed to provide best value for the district.

33. **This Project shall include a liquidated damages provision providing for liquidated damages for each calendar day of delay until the Work is substantially complete. For this Project, the liquidated damages shall be stipulated as $750.00 per day.**

EVALUATION CRITERIA

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

(1) The contract price (1-25 points).
(2) The reputation of the construction manager's services (1-10 points)
(3) The quality of the construction manager's services and personnel (1-15 points)
(4) The extent to which the construction firm's services meet the district's needs - including experience with Texas school districts, technical competence, the ability to process submittals in a timely manner, the ability to complete projects timely and within budget, follow up on warranty and corrective work, performance of work with in-house trades, cost savings methodology, safety record, project scheduling ability and control, dispute resolution, etc. (1-20 points)
(5) Subcontractor information and the construction firm's current workload in central Texas (1 – 10 points)
(6) Schedule of Values and Unit Pricing (1-10 points)
(7) Construction firm's stability-financial stability, bond rating and bonding capacity (1-5 points)
(8) Litigation History (1-5 points)

GENERAL QUALIFICATIONS QUESTIONAIRE

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.

General Firm Information and Reputation

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 in the home and any field offices, a brief statement of interest and information regarding your organizational structure, availability, and intent to perform services.
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. Describe any substantial changes in ownership of your firm during the past five (5) years.
6. List all professional or industry organizations in which your firm or its principals are members.
7. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
8. Total amount of work performed as a general contractor for each of the past five (5) years.
9. Please provide your firm's financial statement for each of the last three years, preferably audited, signed by the preparer and including a current balance sheet and income statement showing, at a minimum: Current Assets; Net Fixed Assets; Other Assets; Current Liabilities; and Other Liabilities. Attach this statement to your proposal.
10. 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 in the event Proposer is selected for the Project.
11. Bonding capacity, both per project and in the aggregate.
12. Bonding company references, including bonding representative name and title, name of bonding company, address, phone number.
13. Provide documentation of your ability to provide the **bonds** required by the Contract Documents attached hereto in the form of a notarized letter from your firm's bonding company confirming its commitment to provide the required bonds in the event Proposer is selected for the Project.
14. Within the last five (5) years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).
15. Claims and suits: If the answer to any of the questions below is yes, please attach details:
    - 15.1. Has your organization ever failed to complete any work awarded to it?
    - 15.2. Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers?
    - 15.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
    - 15.4. Has your organization had any claims asserted against it in the last five (5) years?
    - 15.5. Identify any judgments, claims, arbitration proceedings, or suits pending or outstanding against your firm or its officers.

General Experience:

1. List a minimum of ten (10) Texas public school projects constructed by your organization over the last five (5) years. For each project, provide the name, nature of the project/function of the building, size (square footage), location, cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, owner and architect (including telephone numbers) and type of project. If your organization has no Texas public school projects, list five projects similar in scope or budget.

2. List the categories of work that your organization normally performs with its forces. Would you propose to do any work with your own forces or bid all work to subcontractors?
3. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
4. List the major construction projects your organization currently has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete, and scheduled completion date.
5. List all construction projects your organization has performed in the last five (5) years, giving the name and location of each project, owner, architect, contract amount, status, and whether completed on time and within budget.
6. Identify projects that are currently under construction.
7. Describe your firm's concepts for working a team relationship with the Owner and the Owner's design professional during the design and construction of major projects.
8. Provide a comprehensive list of all projects for which the applicant firm has provided comparable services for Texas Public School District in the past three (3) years. Include total project cost and Client/Owner contact information.
9. Explain in detail how your firm will handle warranty issues.
10. Describe how your firm manages dispute resolution.

Technical Competence

1. Please describe your firm's ability to complete projects on schedule, including the number of projects that have not been completed on schedule, and the reasons for such delay.

Safety Record

1. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.
2. Describe your organization's safety program and provide your workers' compensation experience modification factor. List any safety awards your company has received within the past five (5) years.

Proposed Personnel

1. Provide brief resumes (2 page limit) for the individuals listed below:
   - Principals/Corporate Officers (President, Vice President, Partners)
   - Project Manager
   - Superintendent

   For the Project Manager and Superintendent candidates, please list an additional person your firm considers qualified for each position. For each potential Project Manager and Superintendent, please provide the individual's total years of experience and experience relevant to this Project. Please also provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and the Superintendent.
2. Are your personnel experienced in similar school Projects?
3. Describe the team proposed for this project and a description of planned efforts to provide quality work, meet schedules, and work within an agreed budget.
4. Provide a statement on the availability and commitment for all team members proposed for this Project.
5. Provide a list of major subcontractors used as the basis for your cost proposal.
6. List the classifications of work or trades which you anticipate performing with in-house forces.

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; six middle schools with grades 6-8; four high schools with grades 9–12 and two alternative campuses. Other District facilities include Administration, Support Services, Technology, and Transportation Buildings.

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

BID SUBMITTAL

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

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

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

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

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

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

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

10. Any problems or discrepancies that are discovered in relation to this bid process should be directed to the 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. 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, PflSD 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. PflSD 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 PflSD 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 PflSD 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 PflSD, 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. PflSD 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. 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 SPECIFCALLY 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

PROPOSAL FORM

Submitted by: _____

Address: _____

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

The Proposing Firm Agrees:

1. It and all subcontractors the Proposer intends to use have carefully examined the drawings and specifications with related documents and the sites of proposed work related to the **E-Sport Classroom Modernization @ Connally High School, Pflugerville High School, Weiss High School, & Hendrickson High School** in Pflugerville I.S.D., and has found them free from ambiguities and sufficient for the purpose intended.

2. Discrepancies not brought to the Architect's attention prior to acceptance of proposals have been submitted in the more costly manner as may be determined by the Architect.

3. The Proposer and all workers, employees and subcontractors the Proposer intends to use are skilled and experienced in the type of construction represented by the construction contract documents.

4. The proposal number is based solely upon the construction contract documents and properly issued written addenda and not upon any other written representation.

5. Neither the Proposer nor any of its employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the proposal number.

6. This proposal has been coordinated with & complies with all provisions of the contract documents (drawings, specifications, conditions, addenda) & includes all items of work required for complete & functional operation.

7. The Proposer is familiar with all of the conditions surrounding the construction of the proposed projects including the availability of materials

8. The Proposer hereby agrees to furnish all labor, materials, and supplies, and to construct the projects in accordance with the Contract Documents, the requirements of the governing city and the requirements of Travis County, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

9. Proposer hereby agrees to commence work under this contract on or before the date to be specified in written "Notice to Proceed" of the Owner and to have Substantial Completion by the dates indicated within this proposal document. Bidder further agrees to pay as liquidated damages the sum of **$750.00** for each consecutive work day thereafter as incentive to complete all work in a timely manner.

10. All proposals **MUST** include contingency allowances as follows:

- **Project Contingency Allowance: $250,000 must be included.**

Allowance amounts may only be spent with written authorization of the Owner and any unexpended allowance amounts will revert back to the Owner.

11. The Proposer certifies that he/she has reviewed the AIA A101-2017 and AIA A201-2017, as modified by Owner.

_____Yes_____No

12. The Proposer certifies that if any revisions are requested to the terms and conditions in the Agreements as attached, they are listed on the deviations page or attached on a separate sheet and submitted with the Proposal response:

_____Yes, Revisions are Attached_____No Revisions are Requested

13. Proposer acknowledges receipt of the following addenda:

_____

_____

14. The Proposer, pursuant to and in compliance with the proposal document and all of the Contract Documents related to the project, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents and addenda thereto, for the following sum of money, which includes all labor, materials, services, appurtenances and equipment necessary for completion of the work shown on the drawings and specifications.

PRICING

Connally High School, Pflugerville High School, Weiss High School, & Hendrickson High School Middle School

BASE PROPOSAL:

1. BASE BID

_____dollars($_____.00)

2. ALLOWANCE

_____dollars($_____.00).

BID TOTAL: (Sum of Items 1 & 2 above)

_____dollars($_____.00).

Signature: _____

Name/Title: _____

Company Name: _____

Date: _____

FORM A: VENDOR PROFILE

Company Name:_____

Contact Information:

Regarding Bid Process:

1. Contact Name: _____

2. Phone:_____ 3. Fax:_____

4. Address:_____

5. Email Address:_____

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 _____

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 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

Interest, Anti-Lobbying Affidavit:

Initial_____

D. Non-Collusion, Non-Conflict of

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

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

Pflugerville ISD Board of Trustees

Place 1	Alex Okafor
Place 2	Charlie Torres - Secretary
Place 3	Renae Mitchell
Place 4	Claudia Yanez
Place 5	Kelly Daniel- Vice President
Place 6	Jean Mayer
Place 7	Chevonne Lorigo-Johst– President

District Leadership

Title	Name
Superintendent of Schools	Dr. Quinten Shepherd, Ph.D
Chief of Staff	Ashley Chohlis
Deputy Superintendent	Adelaida Olivarez
Chief Financial Officer	Jennifer Land
Chief Operating Officer	Victor Valdez
Chief Human Resources Officer	Willie Watson
Chief Communications Officer	Tamra Spence
Executive Director of Facilities & Support Services	Craig Pruett
Executive Director of Technical Services	Angele Fitzhenry
Assistant Superintendent	Hutcherson Hill
Assistant Superintendent	Chrysta Carlin
Assistant Superintendent	Alma Gonzalez

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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/filinginfo/1295/

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:
    - the value of the contract cannot be determined at the time the contract is executed; and
    - any qualified vendor is eligible for the contract;
    - a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
    - a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
    - 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.

The newly exempt contract types are marked with an asterisk.

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

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

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

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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

FORM F: DEVIATION/SIGNATURE PAGE

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

DEVIATIONS:

Our response is submitted according to:

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

☐ **DEVIATIONS LISTED ABOVE**

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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: _____

Attachments

Attachment 1: District Modified AIA Contract A101

Attachment 2: District Modified AIA Contract A201

Attachment 3: Prevailing Wage Schedule as Adopted by the Pflugerville ISD Board of Trustees

Attachment 4: Project Manuals and Renovations documents (Available Upon Request) * Please see Addendum 1.