



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

REQUEST FOR PROPOSAL

Construction Manager-at-Risk (CMR) for Construction of Elementary #23

RFP# 21-002CP

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

PROPOSALS ACCEPTED UNTIL:	October 27, 2020 @ 2:00 pm
ACCEPTANCE PLACE:	Pflugerville ISD Purchasing Department 1401 West Pecan Street Pflugerville, TX 78660
CONTACT:	Craig Pruett, Director of Purchasing 512-594-0070
	<u>Craig.Pruett@pfisd.net</u>

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

1. Pursuant to the provisions of **Government Code 2269**, it is the intention of the Pflugerville Independent School District (the District) to select a Construction Manager-at-Risk through a one-step proposal process for the purpose of completing **Construction of Elementary School #23**. Persons or entities submitting proposals are referred to herein as proposer(s). The awarded firm will be expected to provide services in accordance with specifications and conditions embodied within this document.
2. **The scope of this project includes the construction of an approximately 115,000 square foot elementary school to be located on a soon to be determined site.**
3. **The preliminary construction budget for these projects is \$32,700,000.**
4. Proposals are to include the information requested in the **Proposal Instructions** section of this Request for Proposals in the sequence and format prescribed. In addition to, and separate from the requested information, proposer(s) may provide supplementary materials further describing their capabilities and experience.
5. All changes and/or additions shall be posted by written addendum and shall become a part of the proposer's official proposal.
6. **The district intends to achieve final completion for this project by July 01, 2022.**
7. The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the proposer's pre-printed forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgement letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed in writing by PfISD.
8. Contractor shall comply with district approved Prevailing Wage recommendations. (This rate shall be used to establish minimum wage rates only, as per Texas Labor Code 5159 (a), Section 2).
9. Pflugerville Independent School District shall retain five percent (5%) of the total contract amount until such time as all required warranties, testing documents, and punch-list items are completed and approved.
10. Upon receipt of proposals, the District will review the proposals and may request additional information, including product or service presentations, as deemed appropriate.

SUBMITTAL OF PROPOSALS

11. Proposals may be submitted until **Tuesday, October 27th, 2020 at 2:00 pm (local)** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged and read aloud.
12. Immediately thereafter, District staff will evaluate and rank each proposal in relation to the selection criteria set forth herein.
13. A short list of firms may be selected for interviews.
14. An award recommendation will be made to the Board of Trustees on **November 19th, 2020**.
15. Bid tabulations may be requested once an award has been made.
16. **Proposers shall submit one (1) original, and two (2) identical copies of their response and two electronic copies by flash drive (1 copy on each drive). Submitted proposals must be identical. If terms, conditions, or pricing differ between proposals (copy/original), the district will accept the proposal deemed to be most advantageous to the district. By submitting a proposal, your firm agrees to abide by these conditions.**
17. **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. Proposals must be tabbed in the exact order described later in this document. Failure to follow these instructions may result in rejection of your response.

18. The Owner may disqualify any Proposal not prepared and submitted in accordance with the proposal provisions.
19. 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 project site and is familiar with all conditions under which the work will be performed, 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 Owner or Architect as an official addendum to this proposal.
20. By submitting a proposal, proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents, or the Contract Documents; and award of the Contract.

QUESTIONS

21. The deadline for submitting questions is **12:00 pm CST, October 16th, 2020**. Questions should be submitted by email and addressed to the Purchasing Office to Craig.Pruett@pfisd.net. Answers to questions shall be made public by addenda to be posted on the district's website by the end of business on **October 21st, 2020**. Answers shall be posted at: <http://cms.pfisd.net/Page/259>
22. **Questions will not be accepted by phone. Pflugerville ISD will only respond to questions submitted as directed above.**

TIMELINE

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

Event	Date
RFP Available	October 05, 2020
Pre-proposal Conference	October 13, 2020 @ 2:00 pm
Vendor Questions Due	October 16, 2020 @ 12:00 pm
Answers Posted by	October 21, 2020 @ 5:00 pm
Proposals Due	October 27, 2020 @ 2:00 pm
Proposal Award (Anticipated)	November 19, 2020
Awards Posted (Anticipated)	November 20, 2020
Construction Begins	No later than May 01, 2021
Substantial Completion Date	July 01, 2022
Final Completion Date	August 01, 2022

PRE-BID CONFERENCE & SITE VISITS

24. A Pre-Bid Conference will be held on **October 13, 2020 at 2:00 pm** at the following location:

Pflugerville ISD Support Services
 Construction Annex Conference Room
 2021 Crystal Bend Drive
 Pflugerville, TX 78660.

PERMITS AND LICENSES

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

FORM OF CONTRACT

26. The contract between the Pflugerville Independent School District and the awarded proposer shall be the Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is also the constructor, **AIA Document A133-2019**, as amended by the owner for this project. The General Conditions shall be the General Conditions of the Contract for Construction, **AIA Document A201-2017**, as amended by the owner for this project.

BONDING REQUIREMENTS

27. Bonds **will be** required for this project. Individual requirements are addressed below.

Bid Bond

A bid bond is not required for this project

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 Guaranteed Maximum Price (GMP) submission.

INSURANCE REQUIREMENTS

28.	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		(Same limits as above)	
	Contractual Liability		(Same limits as above)	
	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

AWARD OF CONTRACT(S)

29. Pflugerville ISD may award single or multiple contracts to fulfill the requirements of this opportunity, depending on the method determined to be in the best interest of Pflugerville ISD.

30. After the proposals have been ranked, the District will attempt to negotiate an agreement with the firm or firms providing the highest ranked proposal(s). If the District is unable to negotiate an agreement with the selected

firm(s), the District shall formally, and in writing, end negotiations with that firm and begin the negotiation process with the next ranked firm. This process will repeat itself until a contract is negotiated or all proposals have been rejected.

EVALUATION CRITERIA

31. 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 (1-15 points)
- (3) The quality of the construction manager's services and personnel (1-20 points)
- (4) The extent to which the construction manager'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, project scheduling ability and control, and the construction manager's current work load, etc. (1-20 points)
- (5) Past experience with PfISD (1-5 points)
- (6) Construction Manager's stability -financial stability, bond rating and bonding capacity (1-5 points)
- (7) Litigation History (1-5 points)
- (8) Impact on the district's ability to comply with laws and rules relating to "HUB" businesses (1 or 5 points).

TOTAL POINTS (100 points)

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as "the district" or "PISD") currently has over 26,000 students and operates twenty-one elementary schools with grades Pre-K through grade five; six middle schools with grades 6-8; and 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 PISD Director of Purchasing for a determination or clarification prior to the bid due date. If the vendor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
11. If any of the information is considered to be confidential or a trade secret belonging to the vendor and, if released would give advantage to a competitor or vendor, that information should 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 PISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**

12. Samples, if applicable or when requested, shall be furnished at no cost to Pflugerville ISD. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. If no return request is received within seven (7) days of bid award, the sample may be destroyed.
13. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error.
14. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Pflugerville ISD retains sole authority to determine if items being bid are of like quality and to accept or reject proposed substitutions as deemed to be in the best interests of the district.
15. The apparent silence of these specifications as to any detail or the apparent omission of detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. Withdrawal of bids will not be allowed for a period of 45 days following the bid opening.

DEVIATIONS FROM SPECIFICATIONS

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

AWARD OF CONTRACT(S)

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

26. If this is a renewable contract, PISD reserves the right to extend the prices, terms, and conditions of this contract with any or all vendors that agree to a contract extension. The prices, terms, and conditions of this Agreement will govern all extensions and renewals with Vendor(s), unless mutually amended in writing and duly authorized by both parties.
27. 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.
28. 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.
29. Vendor agrees to provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of work under this Agreement.
30. 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.
31. 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.
32. Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations.
33. 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.
34. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to PISD. Failure to adequately address all issues of concern may result in contract cancellation.

DELIVERIES

35. N/A

ORDERING

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

PAYMENT

38. Sellers shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, and bid number, shall be itemized and transportation

charges, if any, shall be listed separately. Invoices should detail all work performed and materials provided, by date and quantity.

39. **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.
40. **Do not include Federal Excise, State or City Sales Tax. PISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.**
41. PISD agrees to pay the supplier within thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
42. PISD agrees to notify the supplier of an error or contested invoice. PISD and supplier hereby agree to mutually resolve disputed invoices within sixty (60) days of receipt of notice of the dispute.

INTERPRETATION

43. PISD shall be sole interpreter of the terms, conditions, specifications, and performance requirements contained herein.

WARRANTY AND RETURNS

44. N/A

TERMINATION OF AGREEMENT

45. This contract may be terminated by the PISD for cause or convenience with a 30 day written notice. In the event of cancellation, the district will not be held responsible for loss of business or any termination expenses incurred by the bidder.
46. This contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract." Loss of funding shall constitute grounds for termination of the parties' contractual relationship by PISD, in whole or in part, without penalty, pecuniary risk or further liability to PISD.
47. In the event the proposal expires before a mutually agreed contract renewal is executed, vendor shall extend the contract on a month-to-month basis by mutual agreement.

PENALTIES FOR NON-PERFORMANCE

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

NOTIFICATION OF CRIMINAL HISTORY

49. The attached criminal history form must be completed and returned as a part of this bid, if applicable.
50. 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.

51. 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

52. 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

53. 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.
54. Both parties agree that a good faith effort will be put forth to resolve any and all disputes arising from this contract. After thirty days of impasse, outside arbitration may be sought by the District.
55. **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 Travis County, Texas**
56. 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.
57. Successful bidder shall be required to comply with applicable equal employment opportunity laws and regulations.
58. Successful bidders agree to protect PISD from claims involving infringement of patent or copyright.
59. 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.
60. **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 PISD. In the event a separate agreement is not executed by PISD and Vendor following the bid award, these Contractual Terms and Conditions, along with ALL OTHER Proposal Terms and Conditions and any PISD Special Terms and Conditions shall constitute the entire agreement governing the parties' relationship.

CONFLICT OF INTEREST

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

INSURANCE

62. The successful contractor(s) will be required to furnish an insurance certificate with the minimum coverage listed below. PISD requires that vendor's insurance be placed with companies that have achieved an "A" rating or better with A.M. Best. **Pflugerville ISD must be named as an additional insured and proof of insurance is required** prior to the start of the project. Any certificates of Insurance furnished as evidence of the insurance maintained by vendor shall include a clause obligating the Insurer to notify PISD (in writing) thirty (30) days prior to cancellation or any material change in the insurance. The immunity of the owner shall not be a defense to be used by the insurance carrier.
63. **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.**
64. Required insurance coverage amounts include:

SEE PAGE FOUR FOR INSURANCE REQUIREMENTS

Proposal Questionnaire

Please provide the following information concerning your firm tabbed, labeled, and formatted as described below. This applies to the original and copies submitted. Failure to follow these instructions MAY result in proposal disqualification.

A. Firm Information

1. Name of Firm
2. Primary Business Address
3. Telephone and Fax Number
4. Type of Organization (Individual, Partnership, Corporation, Association)
5. Year founded
6. Number of Permanent Employees.
 - i. Home Office
 - ii. Field
7. Primary Contact Person for District inquiries
8. Describe any substantial changes in ownership of your firm during the past five years.
9. How many years has your firm operated under its current form of business organization?
10. List all professional or industry organizations in which your firm or its principals are members.
11. How many years has your firm been in business in its current capacity?
12. How many years had your firm been in business under its present name?
13. Under what other or former names has your firm been operated?
14. What percentage of your work in the last five years has been Texas school construction?

B. Personnel Information

Provide brief resumes (2 page limit) for the persons listed below:

1. Principals/ Corporate Officers:
 - I. President
 - ii. Vice President
 - iii. Partners
2. Project Management (Specifically assigned to this project)
 - I. Project Manager
 - ii. Superintendent

The Offeror agrees to employ the above individuals (project manager and superintendent) for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise approved in writing by Owner:

C. References

Please provide five (5) references with your submission. The reference listing should include: Project name, Project address, Owner's name, completion date, type of project, size of project, delivery method used, Reference name, Reference phone number, fax number and email address. References must be from work completed within the past 5 years and contact information must be accurate to be considered.

D. School Projects

List all past PfISD projects your firm has completed, and for each project list:

1. Brief description of the project
2. Project Delivery Method
3. Date Construction Completed
4. Project Architect or Engineer
5. Original contract amount
6. Final contract amount
7. Number of change orders

List all educational building projects your firm has completed within the past ten years, and for each project list:

1. Project Owner
2. Brief description of the project
3. Project Delivery Method
4. Client, Client Contact Person, and Telephone Number
5. Date Construction Completed
6. Managing Principal
7. Project Architect or Engineer
8. Original contract amount
9. Final contract amount
10. Number of change orders

E. Organizational Experience

1. Describe the most common problem or challenge which you have encountered in school construction and your method for addressing the issue (Maximum 2 pages).
2. Describe your firm's concepts for working in a team relationship with the Owner and Architect/Engineer during the design and construction of major projects (Maximum 2 Pages).
3. Describe your firm's methods of estimating costs and describe past success in this area.
4. Describe your firm's methods for scheduling during the construction phase.
5. How often does your firm update the construction schedule?
6. Describe how cost information would be furnished to the owner and architect/engineer and how the owner would be assured that is complete and accurate?
7. Provide a sample format of GMP.
8. Explain in detail how your firm will handle warranty issues.
9. List the classifications of work or trades which you anticipate performing with in-house forces.
10. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
11. Describe the preconstruction services your firm provides and the benefits of using your firm as Construction Manager.

F. Claims and Litigation

1. Identify all claims, lawsuits or arbitration proceedings, if any, brought against your firm within the last five years.
2. Has your firm ever failed to complete any work awarded? If yes, please describe.
3. Are there any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers? If so, please describe.
4. Identify any lawsuits filed or arbitration requested by your firm with respect to construction contracts of your firm.
5. Describe your firm's safety program and list any safety awards our firm has received within the past five years.

G. Current Work Load

Provide the following information for the five largest projects you currently have under contract

1. Project Name
2. Location
3. Owner
4. Architect
5. Project Delivery Method
6. Current Contract Amount
7. Percent Complete
8. Specified Contract Completion Date

H. Financial Information

1. Please list the total amount of work performed as general contractor for each of the past five years.
2. Please include an audited financial statement for each of the past three years.
3. Bonding Capacity
 - i. Per Project
 - ii. Aggregate
4. Bonding Company
 - I. Individual, Title
 - ii. Name of Bonding Company
 - iii. Address
 - iv. Telephone
5. Dunn & Bradstreet rating, if available

I. Licensing

1. List jurisdictions and/or trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable to this project.

GENERAL CONDITIONS

Please provide the anticipated costs for general condition items (as applicable). If you anticipate that you will require additional direct project costs, please list them on a separate page. The district will not be liable for charges that should have been taken into consideration by your firm when submitting your response. If the list contains an item which you do not feel is necessary, please indicate with "N/A".

Anticipated General Conditions

Project Manager	_____
Project Manager Vehicle Allowance	_____
Project Engineer #1	_____
Secretary	_____
Safety Director	_____
Job Superintendent	_____
Superintendent Vehicle Allowance	_____
Assistant Superintendent Structural/MEP	_____
Assistant Superintendent Vehicle Allowance	_____
Registered Survey	_____
Portable Chemical Toilet	_____
Port-A-Cans	_____
Holding Tank	_____
Move In/Move Out	_____
Temporary Electrical to Site	_____
Job Telephone	_____
Telephone to Site (Phone Co.)	_____
Hook-Up Fee	_____
Removal Fee	_____
Telephone Utility Monthly Charge	_____
Temporary Electric Bill	_____
Temporary Water Bill	_____
Water to Site	_____
Meter Deposit	_____
Water Distribution	_____
Water Utility Monthly Charge	_____
Temporary Gas Utility Bill	_____
Temporary Job Fence	_____
Trailer Compound Fences & Gates	_____
Job Sign	_____
Special Project Sign	_____
Office Trailer	_____
Job Tool House	_____
Temporary Roads	_____
Trash Haul Off	_____
Storage Trailers	_____
General Liability	_____
Temporary Wiring and Lights	_____
Check Out Power	_____
Workers Comp	_____
List your Insurance Experience Modifier	_____
Office Supplies	_____
Office Equipment	_____
Close Out Documents	_____
Printing	_____
Original Mylars	_____
Preparation	_____
CD ("ΔT" Format) with Close Out Documents	_____
Tools and Equipment	_____
Other: _____	_____
 Total General Conditions	 _____

FEE PROPOSAL

Submitted by: _____

Address: _____

Phone No.: _____ Fax No.: _____

Having examined the Request for Proposals for **Construction of Pflugerville Elementary #23** as prepared by Pflugerville ISD, the following is a breakdown of all proposed fees. Pflugerville ISD may choose to award single or multiple projects as deemed to be in the best interest of Pflugerville ISD.

A. FEE PROPOSAL: Pflugerville Elementary School #23 Project

1. PRECONSTRUCTION FEE

For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis, the total cost for these services list the lump sum amount you will charge.

\$ _____ *

* (If the amount is "zero", enter ".00"; do not enter "no bid")

2. GENERAL CONDITIONS

For all General Conditions Work, list your proposed cost as a percentage of the cost of construction. Refer to **General Conditions (page 12)** for all required items to be included in the CMR's General Conditions Work.

\$ _____ *

* (If the amount is "zero", enter ".00"; do not enter "no bid")

3. CONSTRUCTION MANAGEMENT FEE

For overhead and profit, list your proposed fee as a percentage of the cost of construction.

_____ %

B. ADDENDA

Undersigned acknowledges receipt of Addenda Nos. : _____

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? _____

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

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

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

FORM B: ACKNOWLEDGEMENT OF STATE, LOCAL & FEDERAL CERTIFICATIONS

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

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

Please check the appropriate line below:

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

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

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

Name of Felon(s): _____

Details of Conviction(s) _____

Initial _____

- B. Criminal History Notification: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. Certification forms, found on the PfISD Purchasing Department web page located at <http://cms.pfisd.net/Page/262>, must be completed and submitted to the PfISD Purchasing Department prior to commencement of the contract.

Covered Employees is defined as: Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying Criminal History is defined as:

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

Initial _____

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

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

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

_____, _____
City State

Initial _____

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

By submission of this response, the undersigned certifies that:

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

Initial _____

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

Initial _____

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

Initial _____

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

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

Initial _____

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

Initial _____

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

Pursuant to Section 2270.001 of Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Initial_____

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

Initial_____

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES

Provisions related to federally funded purchases does not apply. N/A

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	Ms. Mary Kimmins – Vice President
Place 2	Mr. Tony Hanson - Secretary
Place 3	Ms. Renae Mitchell
Place 4	Ms. Vernagene Mott – President
Place 5	Mr. Brian Allen
Place 6	Mr. Larry Bradley
Place 7	Mr. Robert Reyes

District Leadership

Title	Name
Superintendent of Schools	Douglas Killian, Ph.D.
Chief of Staff	Troy Galow, Ed.D
Chief Academic and Innovation Officer	Brandy Baker, M.Ed.
Chief Operating Officer	Eduardo Ramos
Chief Communications Officer	Tamra Spence
Chief Human Resources Officer	Willie Watson
Chief Technology Officer	Victor Valdez

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

Form D: Notification of HB 1295 Requirements

HB 1295 Certificate of Interested Parties

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

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

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

Definitions:

"Interested Party" means a person:

- (a) Who has a controlling interest in a business entity with whom PfISD contract; or
- (b) Who actively participates infacilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for PfISD.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

"Exempted Firms" include:

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

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

Required steps:

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

The newly exempt contract types are marked with an asterisk.

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : :
OR
Employer identification number
: : : : : :

Part II Certification

Under penalties of perjury, I certify that:

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

FORM F: BID FORM

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

I agree:

1. To hold my bid open for **45 days** after the due date for review and evaluation;
2. That the signing of this bid will constitute a contract between Pflugerville Independent School District and my company, if awarded any or all of the bid;
3. That orders will be delivered, F.O.B., PfISD, Pflugerville, TX within five business days after receipt of order by phone, fax, in-person, or by mail and shall include inside delivery;
4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;
5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

The seller shall submit separate invoices, on each purchase order after each delivery. Invoices shall indicate the purchase order number, bid number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: Pflugerville Independent School District, Attn.: Accounts Payable Dept., 1401 West Pecan, Pflugerville, TX 78660. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

Do not include Federal Excise, State or City Sales Tax. Pflugerville ISD shall furnish a tax exemption certificate, if required.

Pflugerville ISD agrees to pay the supplier not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.

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

6. Property damage caused to PfISD or other property by the awarded vendor while carrying out responsibilities related to this contract, shall be the sole responsibility of the awarded vendor.
7. Proper clothing will be worn at all times. Vendor's vehicles and employees must be identifiable by appropriate company logos on vehicles, shirts, and/or badges.
8. The use of alcohol and tobacco is prohibited on district property.

Signature

Printed Name

Title

Date

FORM G: DEVIATION/SIGNATURE PAGE

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

DEVIATIONS:

Our response is submitted according to:

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

DEVIATIONS LISTED ABOVE

Signature

Printed Name

Title

Date