



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

REQUEST FOR QUALIFICATIONS

DESIGN BUILD SERVICES FOR ENERGY EFFICIENCY & CONSERVATION

21-009CP

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

PROPOSALS ACCEPTED UNTIL: 2:00 p.m. on December 01, 2020

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

**CONTACT: Craig Pruett, Director of Purchasing
512-594-0070**

Craig.Pruett@pfisd.net

SPECIAL TERMS AND CONDITIONS

INTRODUCTION AND BACKGROUND INFORMATION

1. Pflugerville Independent School District (known herein as Pflugerville ISD or the district) has an enrollment of approximately 26,000 students in grades pre-kindergarten through twelve, at 21 elementary schools, 6 middle schools, 4 high schools and 2 alternative learning sites. Jessica Carpenter Elementary and Bohls Middle school are expected to open in the fall of 2021. Elementary 23 is planned to open in the fall of 2022.

SCOPE OF WORK

2. Pursuant to Texas Government Code 2269 – Subchapter G, this Request for Qualifications (RFQ) is intended to solicit qualifications from design-build firms or energy services companies (Respondents) with capabilities to develop, design, install, and manage performance of an energy efficiency and conservation program for **Pflugerville ISD** (“Owner”). For the purpose of this RFQ, “Respondent” refers to any entity or team that is qualified to provide all of the energy efficiency and conservation services as listed in this request. It is the intent of Owner to select the most qualified Respondent(s) to partner with to provide district wide design-build services. Owner intends to complete, at a minimum, the preliminary scope of work outlined in Appendix A.

SERVICES REQUESTED

3. Owner requests the turnkey services of a design-build firm or energy services company (Respondent) with the capability to complete the following scope of work:
 - a. Analysis and assessment of Owner’s facilities to determine deficiencies and needs
 - b. Development of project proposal(s) for Owner’s consideration
 - c. Design and Engineering of approved projects
 - d. Installation / implementation of the approved projects
 - e. Commissioning of the installed systems
 - f. Performance management services, if deemed necessary

PROJECT BUDGET

4. The Owner has an estimated budget of \$30,000,000 for the preliminary scope of work outlined in Appendix A and will evaluate the use of all available funding sources once the final scope is determined. Owner understands and acknowledges that scope change may result in either an increase or decrease in budget.
5. This district reserves the right to award to one or more firms, and in any manner deemed to be in the best interests of PflISD.
6. The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the respondent's pre-printed forms with the required response or any other document submitted during, delivery of product, invoicing, acknowledgements letters, emails, faxes, routine communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed, in writing by PflISD.
7. Any additional agreements/contracts to be signed by PflISD must be included with the submittal.
8. Subcontracting of any portion of required services will not be allowed, without the prior consent of the District.

SUBMITTAL OF QUALIFICATIONS

9. Qualifications may be submitted until **2:00 p.m. (local), Tuesday, December 01, 2020** to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660. **No late, electronic or faxed submissions will be accepted.**
10. This bid opportunity is prepared as a request for qualifications and will not be publicly read aloud. After a contract is awarded, tabulations may be requested.

11. Qualifications are to be sealed and clearly marked “**Design Build Services for Energy Efficiency and Conservation, RFQ# 21-009CP**”, on the outside of the envelope or box.
12. **Vendors shall submit one (1) original, and five (5) identical copies of qualifications. Vendors shall also submit electronic copies of their response on two USB flash drives.**
13. 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.
14. Upon receipt of qualifications, PfISD may request additional information, including product or service presentations, as deemed appropriate by PfISD.
15. **All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.**
16. The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

GENERAL INSTRUCTIONS

17. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
18. Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications may be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.
19. Qualifications shall consist of answers to questions identified in this RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
20. Qualifications submitted with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind may be rejected.

QUESTIONS

21. The deadline for submitting questions is **12:00 pm CST, November 20, 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 **November 25, 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.**

CLARIFICATIONS AND INTERPRETATIONS

23. Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum which will be posted to the district's Purchasing webpage. It is the responsibility of all respondents to periodically check the district's website to see when any such addendum is posted. All such addenda issued by the Owner before the qualifications are due shall become a part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its response. Respondents shall consider only those clarifications and interpretations that the Owner posts in this manner. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications

TIMELINE

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

| Event | Date |
|---|------------------------------------|
| RFQ Available | November 14, 2020 |
| Vendor Questions Due | November 20, 2020 @ 12:00 pm |
| Answers Posted by | November 25, 2020 @ 5:00 pm |
| Proposals Due | December 01, 2020 @ 2:00 pm |
| Owner Announces Firms Qualified for Further Consideration | December 01,2020 |
| Interviews, if Deemed Appropriate by PfISD. | December 02, 2020 |
| Proposal Awarded (Anticipated) | December 17, 2020 |
| Awards Posted (Anticipated) | December 18, 2020 |
| Contract Begins | January 01, 2021 |
| Project Development Completed | TBD |
| Board Approval of Final Project & Funding | TBD |
| Substantial Project Completion | December 31, 2021 |

PERMITS AND LICENSES

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

AWARD OF CONTRACT(S)

- 26. It is the intent of Pflugerville ISD to award multiple contracts to fulfill the requirements of this RFQ.
- 27. A one-year contract is contemplated with an option for four (4) additional one-year extensions, subject to the annual review and approval by the Board of Trustees, the satisfactory negotiation of terms including a fee acceptable to both the District and the selected firm, and the annual budget appropriation of District's funds. Both parties must agree in writing for each annual extension.
- 28. If the Respondent requires the District to sign a separate contract, that contract must be included with the Qualifications submittal. Any separate contracts must include all provisions of this RFQ, either by reference or specific inclusion.
- 29. The contents of the RFQ shall become part of any resulting agreement. The terms and conditions specified in this RFQ shall be used as a basis for a contemplated agreement. Failure of a Respondent to accept these obligations may result in rejection. Any damages accruing to the District as a result of a Respondent's failure or refusal to execute an agreement may be recovered from the Respondent.
- 30. The District may negotiate with a Firm or Firms, judged to be the most capable, competent and qualified, to arrive at a fair and reasonable fee for the services required. However, the District reserves the right to recommend award without negotiations.
- 31. The District reserves the right to accept or reject any or all offers, to waive informalities, and to accept offers that are deemed by the District to be most favorable to the District.
- 32. Any contract resulting from this solicitation will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to project approval criteria.

EVALUATION CRITERIA

33. The following evaluation criteria will be used. Further explanations of each category can be found beginning in Section 41: Required Information.

| | |
|-------------------------------|----------------|
| Unique Qualifications | 1-25 Points |
| Corporate Qualifications | 1-25 Points |
| Personnel Qualifications | 1-10 Points |
| Program & Project Methodology | 1-25 Points |
| References | 1-10 Points |
| HUB Status | 1 or 05 Points |

SUBMISSION OF QUALIFICATIONS STATEMENTS

34. Awarded vendors will be expected to provide goods and services as specified within this document. Proposing vendors may use additional pages, and submit additional information as needed.
35. By submitting a response, each firm agrees to waive any claim it has or may have against the District, or its employees arising out of or in connection with the administration, evaluation or recommendation of any contract related to this process.
36. By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
37. Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

REQUIRED FORMAT

38. Responses must be submitted in the following format. Failure to follow these instructions may result in disqualification of your submittal.
- a. Qualifications shall be a MAXIMUM OF FIFTY-FIVE (55) PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.
 - b. Minimum font size allowed is 10.
 - c. Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.
 - d. Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in this RFQ and in the oral interview will be used by the Owner for evaluation.
 - e. Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.
 - f. Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
 - g. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

REQUIRED INFORMATION

39. Responses must include the following information and shall be submitted in the order shown below.
40. Criteria 1: Unique Qualifications – 25 Points
- a. Provide a statement of interest for the project including a narrative describing the Respondent's (and any sub-consultant's) unique qualifications as they pertain to this particular project. Limit this section to 5 pages. (Criteria #1: Unique Qualifications – 30 points)
41. Criteria 2: Corporate Qualifications – 25 points
- a. Provide a brief history of your firm and any proposed subconsultants and/or subcontractors. At a minimum, include the following information:
 - i. Number of years your firm been in business under its present name;

- ii. All other names by which your firm has been known and length of time known by each name;
 - iii. The address of your firm's website, if applicable;
 - iv. Location of parent company headquarters. If international, please list international headquarters;
 - v. Location of office from which project will be managed; and
 - vi. Revenues for each of the last five (5) years for work performed with public entities
- b. List the complete range of services and capabilities your firm offers (e.g. energy analysis, construction management, etc.). Indicate all services which your firm performs with your own employees, and those which are usually subcontracted.
 - c. List any equipment manufactured by your company that may be included with this project. Describe your willingness to include other manufacturers' products. Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.
42. Criteria 3: Personnel Qualifications- 10 points
- a. Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:
 - i. Clearly identify who will have primary technical responsibility for engineering and design work, contract negotiations, construction management, training, and any other aspect of the project implementation or post-construction services. **Please do not list individuals that will not be assigned to the project.**
 - ii. If applicable, provide a statement certifying to the Owner that each engineer or architect that is a member of its team was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004, Government Code.
 - iii. Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this program, along with each subconsultant and their area of responsibility.
 - iv. Professional resumes for key personnel and their responsibilities for the duration of the Contract. Resumes should include a list of previous projects, similar in size and complexity, in which the team member has played a significant role.
43. Criteria 4: Program and Project Methodology- 25 points
- a. Describe your firm's methodology of developing and implementing comprehensive energy efficiency and conservation programs and projects for Owners. Describe other areas aside from dynamic systems that your firm can provide to the district to reduce maintenance costs, Address in detail the following key components, if provided by your firm or team, and how you would approach each one:
 - i. Facility Surveys
 - ii. Energy modeling and analysis
 - iii. Project development
 - iv. Electricity, water and natural gas commodity experience
 - v. Renewables, including Solar installation and retro-commissioning
 - vi. Water Conservation
 - vii. Behavioral Management
 - viii. Engineering and design
 - ix. Funding / financing (including incentives and rebates)
 - x. Construction and project management
 - xi. Commissioning and Retrocommissioning (RCx)
 - xii. Training
 - xiii. Measurement and verification of results
 - xiv. Guarantee of energy savings (if offered)
44. Criteria 5: References- 10 points
- a. Discuss your project team's experience with implementing energy efficiency and conservation / facility improvement projects in Texas K-12 school districts. List all relevant Texas **ISD** references, including the following specific information for at least 10 projects:
 - i. Year project was completed
 - ii. Project title and location(s)
 - iii. Name, address, phone number and email of Owner's representative
 - iv. Team member(s) involved and nature of team member's responsibility

- v. Name of Sales / Account Manager, lead Project Developer, and lead Project Manager at time of contract execution
- vi. General scope of work for the program
- vii. Total dollar contract amount
- viii. Type of contract (guaranteed savings, shared savings, etc.)
- ix. Source(s) of project funding

- b. A list of clients that are most comparable to Pflugerville Independent School District in size and complexity, denoting whether they are active or inactive clients at the time of Proposal and current clients assigned to attorney/s to be assigned to PfISD. Please include a general description of types of services performed, types and size of issues involved and the number of years served for each.
- c. A minimum of 5 references comparable to Pflugerville ISD. References should include the district name and contact information for an individual with direct knowledge of similar work done with Texas School Districts.
- d. Statement of firm's unique qualifications.
- e. Organizational Chart and summary report reflecting the respondents approach and factors to be considered designing school projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for implementation.
- f. Experience/methodology of meeting tight time-lines and budget considerations.
- g. Other advantages offered by your firm that would benefit PfISD.
- h. Identify all projects within the past ten (10) years on which you rendered professional services and a claim (litigation, mediation, arbitration, etc.) was asserted. For each project please state the nature and description of the claim, including alleged claims for professional errors and/or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims. You must also provide the identity of the owner, architect or consultant, and contractor. Identify the party alleged to be at fault and the disposition of the matter.
- i. Financial information and statements for the past three years.
- j. Proof of professional licenses required by Federal, State, Local or other administrative bodies for performing various components of the services to be provided.
- k. A sample engagement letter and/or contract.
- l. Complete and sign all forms included in the RFQ. Failure to complete all forms may result in disqualification.
- m. Addenda – The District will answer all appropriately submitted questions by addenda to be posted on the district's website. The district will also address any modifications to this solicitation by addenda to be posted on the district's website. Each addendum must be acknowledged, signed and submitted with your response.
- n. Additional information as deemed appropriate.

45. Criteria 6: HUB Status – 1 or 5 points The Pflugerville ISD Board of Trustees wished to encourage participation of minority and female owned businesses. Therefore, 05 points will be awarded to firms with current HUB Status. This does not apply to subcontractors used by the proposing firm.

PROCUREMENT PROCESS

- 46. **Phase I RFQ:** The Request for Qualifications (RFQ) process is a multi-step process aimed at identifying one or more qualified respondents. In Phase I, the district will evaluate each respondent's experience, technical competence, and capability to perform, the past performance of the firm and members of the firm, and other appropriate factors submitted by firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted.
- 47. **Selection of Qualified Provider or Short-list of Providers (Owner's Option):** A committee shall be formed by the district to evaluate responses submitted. Based on the selection criteria described in this document, the committee may short-list a maximum of the three (3) most qualified respondents. The Owner retains the right to select only one respondent at this stage and negotiate a contract. The Owner may also determine that no qualified submittals have been received and reject all submittals.
- 48. **Oral Presentation:** Oral presentations may be required of each short-listed firm. Short-listed firms **may** be asked to provide additional information to the Owner regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability to meet schedules, costing methodology, or other factors as deemed appropriate by

Pflugerville ISD. This additional information will be used in addition to prior information received in further evaluating the short-listed firms to determine a rank-order of the short-listed firms.

49. **Negotiate Project Development Agreement:** The district shall select the design-build firm that submits the proposal offering the best value for the district on the basis of the published selection criteria and on its ranking evaluations and enter into negotiations. It is anticipated that negotiations would encompass all phases of work, including but not limited to: engineering fees, preconstruction services, labor rates, contingency/risk, bonds, and markups for overhead and profit on subcontractors, as well as any other items the Owner feels are appropriate. If the owner is unable to negotiate a contract with the selected firm, the Owner shall formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.
50. **Project Development:** The selected Respondent will develop the project proposal(s) based on the preliminary scope outlined in Appendix A. Owner expects the Respondent to complete the project development on a contingent basis (i.e. not bill for the development until completed and the implementation is funded) and roll the agreed upon cost of the development into the implementation cost. The owner reserves the right to pay for the development separately. At the conclusion of Project Development, Respondent will provide Owner with a price for the agreed upon scope of work.
51. **Project Implementation:** After finalizing work scope and price, the Respondent will provide turnkey engineering design and construction management services.
52. **Point of Contact:** The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point- of-Contact person:

Craig Pruett
Executive Director of Purchasing & Distribution Services
1401 West Pecan
Pflugerville, Texas 78660
Craig.Pruett@pfisd.net

53. **Evaluation of Qualifications:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include respondent's fees, pricing, or other compensation.
54. **Required Insurance:** The awarded firm(s) will be required to carry insurance listed below and will be required to name Pflugerville ISD as an Additional Insured.

The minimum acceptable insurance requirements are as follows:

| | |
|-------------------------------------|--|
| Worker's Compensation | As required by law. |
| Employer's Liability | \$1,000,000 |
| Professional Liability Architect | \$1,000,000 per claim, \$2,000,000 aggregate |
| Architect's Consultant | \$1,000,000 per claim, \$2,000,000 aggregate |
| Commercial General Liability | \$1,000,000 each occurrence, \$2,000,000 aggregate |
| All Risk Builder's Risk | against perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by the owner. |
| Personal and Advertising Injury | \$1,000,000 each person |

| | |
|---------------------------------|---|
| Products & Completed Operations | \$1,000,000 (for one (1) year, commencing with issuance of final Certificate for Payment) |
| Property Damage | \$1,000,000 each person, \$2,000,000 aggregate |
| Independent Contractors | Same limits as above |
| Contractual Liability | Same limits as above |
| Automobile Liability | |
| Bodily Injury | \$1,000,000 combined single limit |
| Property Damage | \$1,000,000 each occurrence |
| Excess Umbrella Liability | \$5,000,000 each occurrence/aggregate |

STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

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

an admission by PflISD that the materials are confidential or a trade secret. **(Government Code, Article 252.049)**

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

DEVIATIONS FROM SPECIFICATIONS

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

AWARD OF CONTRACT(S)

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

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

DELIVERIES

39. Deliveries of in stock merchandise (when applicable) shall be made within five business days of receiving the purchase order.

If delivery cannot be made within the required days, then notice must be given to PflISD with an expected delivery date.

40. If the vendor is unable to deliver within thirty (30) days from the date of the purchase order, or in the manner specified in the contract, Pflugerville ISD reserves the right to purchase like goods on the open market and charge the difference to the vendor, deduct charges from existing invoice totals due at the time, or cancel the contract unless :
 - A. Prior approval is given for an extended delivery date by the department affected.
 - B. The purchase order states an extended date.
 - C. The merchandise ordered by PflISD is lost in shipment and PflISD is advised and agrees to accept a later delivery date.
 - D. The vendor takes exception to the 30 day requirement and specifically addresses the required time frame for delivery of specific goods or services on the deviations page provided within this proposal.
41. All deliveries shall be shipped FOB Pflugerville ISD and shall include inside delivery in the bid price. PflISD 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 PflISD 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 PflISD 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 PflISD, Pflugerville, Texas. Rejected items not picked up within one (1) week after notification will become a donation to Pflugerville ISD for disposition.

ORDERING

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

PAYMENT

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

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

INTERPRETATION

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

WARRANTY AND RETURNS

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

TERMINATION OF AGREEMENT

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

PENALTIES FOR NON-PERFORMANCE

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

NOTIFICATION OF CRIMINAL HISTORY

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

UNIFORM COMMERCIAL CODE

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

ORDINANCE, LAW, DISPUTE RESOLUTION AND VENUE

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

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

CONFLICT OF INTEREST

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

INSURANCE

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

| | |
|---------------------------------|-----------------------------------|
| <u>TYPES OF COVERAGE</u> | <u>LIMITS OF LIABILITY</u> |
|---------------------------------|-----------------------------------|

(See Page 8 for insurance requirements.)

FORM A: VENDOR PROFILE

Company Name: _____

Contact Information:

Regarding Bid Process/Contract Renewals:

1. Contact Name: _____

2. Phone: _____ 3. Fax: _____

4. Address: _____

5. Email Address: _____

To Place Orders:

1. Phone: _____ 2. Fax: _____

3. Address: _____

4. Email Address: _____ 5. Website: _____

Payment Address: _____

Company Information:

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

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

Has your firm done business with PfISD? Yes _____ No _____

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

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

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

FORM B: ACKNOWLEDGEMENT OF STATE, LOCAL & FEDERAL CERTIFICATIONS

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

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

Please check the appropriate line below:

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

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

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

Name of Felon(s): _____

Details of Conviction(s) _____

Initial _____

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

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

Disqualifying Criminal History is defined as:

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

Initial _____

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

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

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

_____, _____
City State

Initial _____

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

By submission of this response, the undersigned certifies that:

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

Initial _____

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

Initial _____

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

Initial _____

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

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

Initial _____

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

Initial _____

I. Pursuant to Section 2270.001 of Texas Government Code, the Contractor affirms that it:

1. Does not currently boycott Israel; and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001 of Texas Government Code:

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

Initial _____

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

Initial _____

REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED PURCHASES

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

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

Initial _____

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

Initial _____

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

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

Initial _____

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

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

Initial _____

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

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

Initial _____

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

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

Initial _____

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

Initial _____

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

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

Initial _____

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Initial _____

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

Initial _____

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

Initial _____

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

Initial _____

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

Name of Company: _____

Printed Name and Title of Representative: _____

Signature

Date

Form C: CONFLICT OF INTEREST NOTICE

**Pflugerville Independent School District
Notice to Vendors**

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

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the districts Records Administrator (in this case, the PflISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PflISD is responsible for complying with any applicable disclosure requirements. PflISD will post the required completed questionnaires on its website.

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

Pflugerville ISD Board of Trustees

| | |
|---------|--------------------|
| Place 1 | Ms. Mary Kimmins |
| Place 2 | Mr. Tony Hanson |
| Place 3 | Ms. Renae Mitchell |
| Place 4 | Ms. Vernagene Mott |
| Place 5 | Mr. Brian Allen |
| Place 6 | Ms. Jean Mayor |
| Place 7 | Ms. Cindy Gee |

District Leadership

| Title | Name |
|--------------------------------------|------------------------|
| Superintendent of Schools | Douglas Killian, Ph.D. |
| Deputy Superintendent | Troy Galow, Ed.D |
| Chief Operating Officer | Ed Ramos |
| Chief Academic & Innovations Officer | Brandy Baker, M.Ed. |
| Chief Human Resources Officer | Willie Watson |
| Chief Technology Officer | Victor Valdez |
| Chief Communications Officer | Tamra Spence |

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

FORM CIQ

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| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <p>OFFICE USE ONLY</p> <p>Date Received</p> |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p> | |
| <p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> | |
| <p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p> | |

Adopted 8/7/2015

Form D: Notification of HB 1295 Requirements

HB 1295 Certificate of Interested Parties

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

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

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

Definitions:

"Interested Party" means a person:

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

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

"Exempted Firms" include:

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

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

Required steps:

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

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

| | | |
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| Form W-9 Rev. October 2007 Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| See specific instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

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

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

| |
|--------------------------------|
| Social security number |
| : : : : : : : : : |
| OR |
| Employer identification number |
| : : : : : : : : : |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such 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 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

APPENDIX A PRELIMINARY PROJECT SCOPE OF WORK

Overview

Owner intends to enter into an agreement with a Design Build firm to implement energy efficiency and deferred maintenance improvements at all facilities. The Respondent, upon selection, will provide a Total Project Lump Sum Price for the project that is developed for the Owner. The Owner will evaluate the use of Bond financing to finance the project, but reserves the right to utilize alternative methods.

Preliminary Scope of Work

- ***CAMPUSES: District-wide***
- ***HVAC- All reasonable life-cycle replacements of equipment beyond useful life***
- ***Lighting- Update spaces to current technologies***
- ***Water- Consider retrofits to reduce water consumption***
- ***Energy Management- Evaluate optimization and centralization of energy management systems District-wide***
- ***OTHER: At the District's consideration other potential scope items may be added or removed***

Energy Savings Guarantee

Owner is interested in the Respondent's ability to provide an energy savings guarantee for this project but will weigh all factors after a project is developed to determine whether a savings guarantee will be in place.