REQUEST FOR PROPOSAL

Pflugerville ISD E-Rate 2017 Proposal
Weiss High School Network, VoIP and UPS Equipment

RFP 17-009CP

TERMS, CONDITIONS, SPECIFICATIONS
AND BID FORMS

PROPOSALS ACCEPTED UNTIL: February 10, 2017 (2:00 pm CST)

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

SCOPE OF WORK

1. This proposal is intended to provide Pflugerville Independent School District (known herein as Pflugerville ISD or the district), Pflugerville, Texas, with district requirements for Weiss High School, delivered, assembled, maintained, or installed (when applicable), in accordance with specifications and conditions embodied within this inquiry. Quantities, where listed, are to be considered estimated needs only. Pflugerville ISD reserves the right to purchase less than, or additional items as needed. PfISD will submit these proposals for the federal E-Rate Program funding. All bidders must have a current Service Provider Identification Number (SPIN)/FCC 498 ID to participate.

PROPOSAL SUBMITTAL

2. All proposals may be submitted until February 10, 2017 (2:00 pm CST) to the Purchasing Department, Pflugerville ISD, 1401 West Pecan, Pflugerville, Texas 78660, after which time the proposals will be publicly acknowledged.

3. This proposal is prepared as a request for proposal and will not be publicly read aloud. After the proposal is awarded, tabulations may be requested.

4. Proposals are to be sealed and clearly marked “Pflugerville ISD E-Rate 2017 Weiss High School Network, VoIP & UPS Equipment RFP 17-009CP”, on the outside of the envelope.

5. Vendors shall submit one (1) original, and one (2) identical copy of the proposal response in three ring binders. Vendors shall also submit electronic copies of their response on two USB Flash drives.

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

QUESTIONS

7. The deadline for submitting questions is January 25, 2017 @ noon. 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 January 26, 2017. Answers shall be posted at: http://cms.pflugervilleisd.net/Page/259

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

TIMELINE

9. The following timeline will be used for this Request for Proposal:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Available</td>
<td>January 13, 2017</td>
</tr>
<tr>
<td>Vendor Questions Due</td>
<td>January 25, 2017 (2:00 PM CST)</td>
</tr>
<tr>
<td>Answers Posted by</td>
<td>January 26, 2017 (end of business)</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>February 10, 2017 (2:00 PM CST)</td>
</tr>
<tr>
<td>Award of Proposal by Board of Trustees</td>
<td>March 2, 2017</td>
</tr>
<tr>
<td>Notice of Award Posted on PISD Website</td>
<td>March 3, 2017</td>
</tr>
<tr>
<td>Contract Begins (Anticipated)</td>
<td>April 1, 2017</td>
</tr>
</tbody>
</table>

*All timelines and rules will be governed by PfISD local policy and by the Schools and Libraries Division E-Rate regulations

PERMITS AND LICENSES

10. Contractors should be fully permitted and licensed to complete all work required. Copies of all applicable permits and licenses should be provided with your proposal response.
11. Payment and performance bonds shall be required of the awarded vendor in amounts equal to the total proposed project cost. Payment and performance bonds shall be required within 10 days of contract award.

AWARD OF CONTRACT(S)

12. It is the intent of Pflugerville ISD to award a single contract to fulfill the requirements of this RFP. However, Pflugerville ISD reserves the right to award in any manner deemed to be in the best interests of the district.

13. The following criteria shall be used in evaluation (total of 100 points possible):

   (1) the purchase price; (1-25)
   (2) the reputation of the vendor and of the vendor's goods or services; (1-10)
   (3) the quality of the vendor's goods or services; (1-15)
   (4) the extent to which the goods or services meet district's needs; (1-20)
   (5) the vendor's past relationship with the district; (1-10)
   (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (1-5)
   (7) the total long-term cost to the district to acquire the vendor's goods or services; (1-10) and
   (8) any other relevant factor specifically listed in the request for bids or proposals. (1-5)

PRICING

16. PRICES FOR ALL GOODS AND SERVICES PROVIDED DURING COMPLETION OF THIS PROJECT ARE TO REMAIN CONSTANT. PRICE CHANGES WILL NOT BE ALLOWED AFTER CONTRACT AWARD.

RENEWAL OF CONTRACTS

14. The contract will be for a single project. Therefore, the renewal of contact(s) is not anticipated.

SPECIFICATIONS & SCOPE OF WORK

15. The awarded vendor will be expected to provide Goods and/or Services as specified within this document. Proposing vendors may use additional pages, and submit additional information as needed.

Standard Discount Rate

17. PFISD reserves the right to add additional hardware and software for a guaranteed discount off of list price.

18. Specify a standard discount percent off of all equipment.
   a) Provide a discount rate valid for 90 days from bid submission.
   b) Provide a discount rate valid until August 31, 2017.

Contract Conditions

19. a) Conditions
    a) There is no commitment by the District to purchase any guaranteed quantities for items referenced in this proposal.
    b) This proposal must be valid at least until August 31st, 2017
    c) It is the responsibility of the responding vendor to validate the bill of materials provided in this RFP for any missing or incorrect items which could impact the solution.
    d) It is the responsibility of the responding vendor to gather any and all information required of a turn-key solution before submittal.
    
    b) PFISD responsibilities
    a) PFISD will provide the necessary POE for all access points.
    b) PFISD will provide necessary IP addressing and naming conventions after bid award.
    c) PFISD technical contacts
    a) Michael Bohler – Senior Network Engineer – 512-594-0208. Technical clarifications or concerns pertaining to this RFP will be routed to Michael through Craig Pruett.
    b) James Paniagua – Project Manager – 512-594-0211
    c) Angele Fitzhenry – Director of Technical Services 512-594-0207
Pflugerville ISD – E-Rate 2017 Proposal
Weiss High School Network, VoIP and UPS Equipment

E-Rate Service Provider Identification Number/FCC 498 ID
Bill of Materials
The following table lists the products, part numbers (or their equivalent), and quantities needed for the completion of this project. Weiss High School is expected to open in August 2017 with full 10GB capability between the district’s data center and within the Local Area Network.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>WS-C4500X-32SFP+</td>
<td>Catalyst 4500-X 24 Port 10G IP Base Front-to-Back No P/S</td>
<td>2</td>
</tr>
<tr>
<td>C4KX-NM-BLANK</td>
<td>Catalyst 4500X Network Module Blank</td>
<td>2</td>
</tr>
<tr>
<td>C4KX-PWR-750AC-R</td>
<td>Catalyst 4500X 750W AC front to back cooling power supply</td>
<td>2</td>
</tr>
<tr>
<td>C4KX-PWR-750AC-R/2</td>
<td>Catalyst 4500X 750W AC front to back cooling 2nd PWR supply</td>
<td>2</td>
</tr>
<tr>
<td>CAB-US515-C15-US</td>
<td>NEMA 5-15 to IEC-C15 8ft US</td>
<td>4</td>
</tr>
<tr>
<td>S45XU-33-1511SG</td>
<td>CAT4500-X Universal Image</td>
<td>2</td>
</tr>
<tr>
<td>C4500X-IP-ES</td>
<td>IP Base to Ent. Services license for 40 Port Catalyst 4500-X</td>
<td>2</td>
</tr>
<tr>
<td>C4KX-NM-8SFP++</td>
<td>Catalyst 4500X 8 Port 10G Network Module</td>
<td>2</td>
</tr>
<tr>
<td>SFP-H10GB-CU1M=</td>
<td>10GBASE-CU SFP+ Cable 1 Meter</td>
<td>4</td>
</tr>
<tr>
<td>CON-SNTE-C45X32SF-SNTC-8X5X4</td>
<td>Smart Net 8x5x4 Catalyst 4500-X 32 Port 10G IP Base – 1 year</td>
<td>1</td>
</tr>
<tr>
<td>WS-C3850-12X48U-L</td>
<td>Catalyst 3850X 48 Port 1100 UPoE LAN Base</td>
<td>85</td>
</tr>
<tr>
<td>PWR-C1-1100WAC</td>
<td>Catalyst 3K-X 1100W AC Power Supply</td>
<td>85</td>
</tr>
<tr>
<td>CAB-SPWR-30CM</td>
<td>Catalyst 3850X Stack Power Cable 30 CM</td>
<td>30</td>
</tr>
<tr>
<td>CAB-3KX-AC</td>
<td>AC Power Cord for Catalyst 3K-X (North America)</td>
<td>85</td>
</tr>
<tr>
<td>CAB-SPWR-150CM</td>
<td>Cisco StackWise 150CM Stacking Cable</td>
<td>21</td>
</tr>
<tr>
<td>STACK-T1-1M</td>
<td>Stack Cable 1 meter</td>
<td>21</td>
</tr>
<tr>
<td>STACK-T1-50CM</td>
<td>Stack Cable 50 CM</td>
<td>85</td>
</tr>
<tr>
<td>C3560CX-8xpD-S</td>
<td>Catalyst 3560CX LAN Base</td>
<td>8</td>
</tr>
<tr>
<td>CON-SNTE-WSC851L - SNTC-8X5X4</td>
<td>Smart Net 8x5x4 Cisco Catalyst 3850 48 Port</td>
<td>1</td>
</tr>
<tr>
<td>10 gig SFP+ Multi- Mode</td>
<td></td>
<td>80</td>
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<tr>
<td>10 gig SFP+ LR Single Mode</td>
<td></td>
<td>16</td>
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<tr>
<td>10 gig SFP+ ER Single Mode</td>
<td></td>
<td>6</td>
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<tr>
<td>C3850-4-10G</td>
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<td>40</td>
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<tr>
<td>CP-7841-K9=</td>
<td>2L-IP Phone (7841)</td>
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<tr>
<td>CP-8851-K9=</td>
<td>5L-IP Phone (8851)</td>
<td>120</td>
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<tr>
<td>CP-8831-K9=</td>
<td>Conf. Phone (8831)</td>
<td>6</td>
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<tr>
<td>8800 Key Expansion Mod</td>
<td>8800 Key Exp Module</td>
<td>6</td>
</tr>
<tr>
<td>CP-PWR-CUBE-3=</td>
<td>Power Cube</td>
<td>4</td>
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<tr>
<td>ISRA4351-V/K9</td>
<td>Cisco ISR 4351 UC Bundle, PVDM4-32, UC License, CUBE10</td>
<td>1</td>
</tr>
<tr>
<td>FL-CUBE11-E5</td>
<td>Unified Border Element Enterprise License - 5 sessions</td>
<td>1</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
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<tr>
<td>MEM-4300-4G</td>
<td>4G DRAM (2G+2G) for Cisco ISR 4330, 4350</td>
<td>1</td>
</tr>
<tr>
<td>MEM-FLSH-4G</td>
<td>4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)</td>
<td>1</td>
</tr>
<tr>
<td>PDM4-32</td>
<td>32-channel DSP module</td>
<td>1</td>
</tr>
<tr>
<td>PWR-4351-AC</td>
<td>AC Power Supply for Cisco ISR 4351</td>
<td>1</td>
</tr>
<tr>
<td>SL-4351-IP8-K9</td>
<td>IP Base License for Cisco ISR 4351 Series</td>
<td>1</td>
</tr>
<tr>
<td>SL-4351-UC9-K9</td>
<td>Unified Communication License for Cisco ISR 4351 Series</td>
<td>1</td>
</tr>
<tr>
<td>SM-S-BLANK</td>
<td>Removable faceplate for SM slot on Cisco 2900, 3900, 4400 ISR</td>
<td>1</td>
</tr>
<tr>
<td>CAB-AC</td>
<td>AC Power Cord (North America), C13, NEMA 5-15, 2.1m</td>
<td>1</td>
</tr>
<tr>
<td>CON-SNTE-ISR4351V</td>
<td>SNTEC-8X5X4 Cisco ISR 4351 UC Bundle, PDM4-32, UC L</td>
<td>1</td>
</tr>
<tr>
<td>FL-CME-SRST-25</td>
<td>SRST-25 Seat License (CME uses CUCME Phone License ONLY)</td>
<td>1</td>
</tr>
<tr>
<td>FL-SRST</td>
<td>Cisco Survivable Remote Site Telephony (SRST) License</td>
<td>1</td>
</tr>
<tr>
<td>NIM-2FXS/4FXO</td>
<td>2-Port FXS/FXS/E-DID and 4-Port FXO Network Interface Module</td>
<td>2</td>
</tr>
<tr>
<td>NIM-4FXS</td>
<td>4-Port Network Interface Module - FXS, FXS-E and DID</td>
<td>4</td>
</tr>
<tr>
<td>SISR4300UK9-316S</td>
<td>Cisco ISR 4300 Series IOS XE Universal</td>
<td>1</td>
</tr>
<tr>
<td>NEW-UWL-STD</td>
<td>User Licensing</td>
<td>356</td>
</tr>
<tr>
<td>CON-ECMU-LICUWLT</td>
<td>IP Phone software/support</td>
<td>356</td>
</tr>
<tr>
<td>UNITYCN11-USR</td>
<td>One Unity Connection 11.x User - All user Features</td>
<td>356</td>
</tr>
<tr>
<td>CON-ESW-UNCN11R</td>
<td>ESSENTIAL SW One Unity Con11.x User - All user Features</td>
<td>356</td>
</tr>
<tr>
<td>L-UCSS-MSG-1-1</td>
<td>UCSS for Messaging - 1 Year - 1 User</td>
<td>356</td>
</tr>
<tr>
<td>ER11-USR-1</td>
<td>CER License -- EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM</td>
<td>356</td>
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<tr>
<td>CON-ECMU-ER11USR1</td>
<td>SWSS CER -- SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 11X SYSTEM</td>
<td>356</td>
</tr>
<tr>
<td><strong>UPS- Tripp Lite</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SU3000RTXLCD2U</td>
<td>3000VA / 3kVA / 2700W on-line double-conversion 2U rackmount UPS</td>
<td>1</td>
</tr>
<tr>
<td>SU2200RTXLCD2U</td>
<td>2200VA / 2.2kVA / 1800W on-line double-conversion 2U rack / tower UPS</td>
<td>35</td>
</tr>
<tr>
<td>2POSTRMK1ITWM</td>
<td>Monitors temperature, humidity and contact-closure inputs</td>
<td>36</td>
</tr>
<tr>
<td>ENVIROSENSE</td>
<td>Monitor and control the UPS using an SNMP network management platform, web browser, SSH or telnet.</td>
<td>12</td>
</tr>
<tr>
<td>ENVIROSENSE2 (E2) E2MT</td>
<td>Monitor and control the UPS using an SNMP network management platform, web browser, SSH or telnet.</td>
<td>12</td>
</tr>
<tr>
<td>SNMPWEBCARD</td>
<td>Delivers 120V single-phase AC power to multiple loads from a utility outlet, generator or UPS system in a high-density IT environment</td>
<td>36</td>
</tr>
<tr>
<td>WEBCARDLX</td>
<td>Delivers 120V single-phase AC power to multiple loads from a utility outlet, generator or UPS system in a high-density IT environment</td>
<td>36</td>
</tr>
<tr>
<td>PDU1220</td>
<td>Allows for 2 post mounting of Tripp Lite 2U rackmount UPS systems and battery packs</td>
<td>36</td>
</tr>
<tr>
<td><strong>Aruba Access Points</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AP-335</td>
<td>Indoor Access point</td>
<td>244</td>
</tr>
<tr>
<td>AP-275</td>
<td>Outdoor Access Point</td>
<td>7</td>
</tr>
<tr>
<td>AP-270-MNT-V2</td>
<td>Outdoor Access Point Mount short goose neck</td>
<td>7</td>
</tr>
<tr>
<td><strong>Professional Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>Deployment, Installation &amp; Configuration of Network Routers, Switches &amp; Modules</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>Deployment and Installation of VoIP Phones</td>
<td></td>
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<tr>
<td>Professional Services</td>
<td>Deployment, Installation and Configuration of UPS equipment</td>
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<tr>
<td>Professional Services</td>
<td>Deployment, Installation and Configuration of Access Points</td>
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</table>
# Pricing Proposals Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Network Equipment</td>
<td>$___________</td>
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<tr>
<td>(Routers, Switches, Phones, Modules)</td>
<td></td>
</tr>
<tr>
<td>UPS- Tripp Lite</td>
<td>$___________</td>
</tr>
<tr>
<td>Aruba Access Points</td>
<td>$___________</td>
</tr>
<tr>
<td>Professional Services Network</td>
<td>$___________</td>
</tr>
<tr>
<td>(Deployment, Installation, Configuration)</td>
<td></td>
</tr>
<tr>
<td>Professional Services Phones</td>
<td>$___________</td>
</tr>
<tr>
<td>(Deployment, Installation)</td>
<td></td>
</tr>
<tr>
<td>Professional Services Access Points</td>
<td>$___________</td>
</tr>
<tr>
<td>(Deployment, Installation, Configuration)</td>
<td></td>
</tr>
<tr>
<td>Professional Services UPS</td>
<td>$___________</td>
</tr>
<tr>
<td>(Deployment, Installation, Configuration)</td>
<td></td>
</tr>
</tbody>
</table>
Pricing Breakdown
(Responders shall submit a detailed breakdown of all individualized parts, or their equivalents, and costs in the format listed below.)

<table>
<thead>
<tr>
<th>Item Name</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended Price</th>
<th>Discount %</th>
<th>Proposed Price</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>
STANDARD TERMS AND CONDITIONS

FACTS, STATISTICS, AND DEFINITIONS

1. Pflugerville ISD (also referred to as “the district” or “PISD”) currently has over 22,000 students and operates twenty elementary schools with grades Pre-K through grade five; six middle schools with grades 6-8; three 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 adjacent, 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 90 days following the bid opening.

DEVIANES 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 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, 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.

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 unqualified 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 PISD. 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 PISD 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 PISD is lost in shipment and PISD 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. PISD 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 PISD 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 PISD 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 PISD, 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. PISD is exempt from payment of these taxes and will furnish a tax exemption certificate, if requested.
49. 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.

50. 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

51. PISD 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 incidental, 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 PISD.

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 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.

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 PISD, in whole or in part, without penalty, pecuniary risk or further liability to PISD.

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 PISD.

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 PISD 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 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.

75. 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

76. 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.

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:

<table>
<thead>
<tr>
<th>TYPES OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 each accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 disease policy limit</td>
</tr>
<tr>
<td></td>
<td>$500,000 disease each emp.</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 combined single limit policy aggregate</td>
</tr>
<tr>
<td></td>
<td>$500,000 combined single limit each occurrence</td>
</tr>
</tbody>
</table>

(Property damage deductible not to exceed $500 per accident.)
Business Auto Liability $100,000/$300,000/$100,000
(Hired/non-owned coverage must also be provided.)
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: _____________________________________________________________

References:
Please list three (3) Texas school districts of comparable size to PISD which you have served in the past three years.
1. __________________________________________________________________________
2. __________________________________________________________________________
3. __________________________________________________________________________

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 CERTIFICATIONS

Please read all certification and notification statements below. Each statement should be initialed by an authorized representative to indicate compliance. 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 (A-102 Common Rule and OMB Circular A-110) 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. 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. 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, ________________________________ certify that  _______________________________________
Authorized Representative (Printed)                                              Name of Firm
complies with all certifications, laws and regulations as listed in the above document.

________________________  _________________________
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 PISD Purchasing Dept.). Each covered person or entity who seeks to or who contracts with PISD is responsible for complying with any applicable disclosure requirements. PISD 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

<table>
<thead>
<tr>
<th>Place</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place 1</td>
<td>Ms. Mary Kimmons - Secretary</td>
</tr>
<tr>
<td>Place 2</td>
<td>Mr. Paul King</td>
</tr>
<tr>
<td>Place 3</td>
<td>Ms. Renae Mitchell</td>
</tr>
<tr>
<td>Place 4</td>
<td>Ms. Vernagene Mott – President</td>
</tr>
<tr>
<td>Place 5</td>
<td>Dr. Carol Fletcher</td>
</tr>
<tr>
<td>Place 6</td>
<td>Mr. Larry Bradley – Vice President</td>
</tr>
<tr>
<td>Place 7</td>
<td>Mr. Robert Reyes</td>
</tr>
</tbody>
</table>

District Leadership

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent of Schools</td>
<td>Gary Patterson,</td>
</tr>
<tr>
<td>Deputy Superintendent</td>
<td>Troy Galow, Ed.D</td>
</tr>
<tr>
<td>Assistant Superintendent of Curriculum &amp; Instruction</td>
<td>Annette Villerot, Ed.D.</td>
</tr>
<tr>
<td>Assistant Superintendent of Secondary Schools</td>
<td>Susanna Russell, Ed.D.</td>
</tr>
<tr>
<td>Assistant Superintendent of Elementary Schools</td>
<td>Ketlisha Jones</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Kenneth Adix, Ph.D.</td>
</tr>
<tr>
<td>Communications Officer</td>
<td>Steve Scheffler</td>
</tr>
<tr>
<td>Executive Director of Curriculum &amp; Instruction</td>
<td>Dr. John O'Hare</td>
</tr>
<tr>
<td>Executive Director of Technology</td>
<td>Victor Valdez</td>
</tr>
<tr>
<td>Executive Director of Human Resources</td>
<td>Rhonda McWilliams, Ed.D</td>
</tr>
<tr>
<td>Executive Director of Student Affairs</td>
<td>Freddie McFarland</td>
</tr>
<tr>
<td>Executive Director of Facilities and Support Services</td>
<td>Kevin Myers</td>
</tr>
<tr>
<td>Executive Director of Special Programs</td>
<td>-vacant-</td>
</tr>
<tr>
<td>Executive Director of Special Education</td>
<td>Karen Jackson</td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 22, 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 175.006(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.

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

☐ 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.)

2. 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

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (H.B. 1295) provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least $1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency. The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirement, including rules and filing information, are available on the Commission’s website at the following links:

https://www.ethics.state.tx.us/tec/1295-Info.htm
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Pflugerville Independent School District is required to comply with House Bill 1295, which amended the Texas Local Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits PfISD from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to PfISD at the time the business entity submits the signed contract. PfISD shall submit the disclosure to the Texas Ethics Commission not later than the 30th day after the date PfISD receives the required disclosure.

“Interested Party” means a person:
(a) Who has a controlling interest in a business entity with whom PfISD contract; or
(b) Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for PfISD.

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

As a “business entity”, all vendors must sign, complete, and submit Form 1295 with their proposal even if no interested parties exist.
FORM E: W-9 Request for Taxpayer Identification Number and Certification

W-9

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: □ Individual/sole proprietor □ Corporation □ Partnership

□ Limited liability company. Enter the tax classification of disregarded entity, C=corporation, P=partnership

□ Other (see instructions)

Exempt payee

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

Requestor’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.

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.

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 to mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), or 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 Regulation 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-9 has not been received, a partnership is required to presum the partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

• The U.S. owner of a disregarded entity and not the entity,
FORM F: BID FORM

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

I agree:

1. To hold my bid open for 45 days after the due date for review and evaluation;

2. That the signing of this bid will constitute a contract between Pflugerville Independent School District and my company, if awarded any or all of the bid;

3. That orders will be delivered, F.O.B., PflISD, Pflugerville, TX within five business days after receipt of order by phone, fax, in-person, or by mail and shall include inside delivery;

4. To furnish goods and services in strict compliance with the Terms, Conditions and Specifications as addressed within this bid document;

5. That payment(s) will only be made from an invoice. Payment will not be made from a statement. A purchase order number must appear on all invoices.

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

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

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

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

6. Property damage caused to 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. PISD will be the sole judge to determine if deviations are acceptable in meeting the needs of PISD 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 PISD of their compliance with the Terms, Conditions, Specifications, and information contained within this document.

☐ DEVIATIONS LISTED ABOVE

________________________________
Signature

________________________________
Printed Name

________________________________
Title

________________________________
Date