



## **REQUEST FOR QUALIFICATIONS**

**Test & Balance and/or Commissioning  
Services**

**RFQ #2324-03**

**INTRODUCTION:**

Taylor Independent School District (“TISD” or “District”) is seeking statements of qualifications to conduct Test and Balance (TAB) and Commissioning services as indicated below for the projects included in the 2022 Bond Program, and/or any other projects the District deems necessary.

The District will review the completed submittals received by the deadline. Fee negotiations will not occur until the most highly qualified firm is selected.

Responses to the Request for Qualifications shall include the complete submission requirements in the sequence and format prescribed.

Submit your qualifications package to:

Taylor Independent School District  
Attn: Victor Flores  
3101 N Main St Suite 104  
Taylor, TX 76574

**No later than**  
**2/12/24**  
**10:00 am**

All questions should be addressed to:

Lance Weidler  
Chief Operations Office  
lweidler@taylorisd.org

**SUBMISSION REQUIREMENTS**

**Submission Format:**

Submissions must be complete and organized in the following manner:

- Provide submissions in a letter-sized binder approximately 10” x 11-1/2” x 1-1/2” deep or less.
- All questions must be submitted in writing by no later than **2/7/24 10am**, and responses to questions will be forwarded to all RFQ responders who provide e-mail addresses or fax numbers to the District for this purpose.
- Under project references, clearly state the name of the firm who performed the referenced work. If work was performed under the employment of another firm, indicate so by naming that firm. Provide a description of the specific work performed by the firm or individual referencing each project.

**Front of Binder:**

- Letter of interest.
- RFQ Submission Checklist showing the type of work best suited to your firm.

**Tab No. 1: Firm Profile**

- Data (name, address, number of offices, year business was established).
- Contact person.
- Personnel (List total number of staff employed in local office).
- Brief history of firm.
- Financial information and statements for past two years.
- Volume of work (for last five years).
- Volume of school district work (for last five years).
- Professional liability insurance (Limits, Deductible, Claims to Date). Outline any judgments, claims, mediation/arbitration proceedings, and/or lawsuits, against the firm or its officers pertaining to similar services, in the past five (5) years and/or outstanding.

**Tab No. 2: Experience**

- General experience of firm.
- Describe your most successful project incorporating similar project criteria and why TISD should choose your firm.
- List of school district and other education entity clients, including TISD, if applicable.
- List of significant school district and education projects, including the following client information: project, client, construction representative, telephone number, date of start and finish, and contract type. If project was a joint venture, what were your firm's responsibilities for that project? Note: You may insert photos, floor plans, and comments on projects in 8-1/2x11" format or you may submit them separately. Limit ten projects.
- List other related experience.
- List awards and recognitions or specialized expertise.

**Tab No. 3: Personnel, Process**

- List of key personnel and responsibility with specific emphasis on personnel who will be responsible for project including any certifications which they may currently possess. Also indicate the location of their primary office.
- Resumes.
- Work process, schedule.
- Firm's approach to quality assurance (QA/QC).
- List of preferred consultants, if any.
- List proposed personnel

**Tab No. 4: References (Name, organization, telephone, fax, & e-mail - if available)**

- Provide five client references.
- Provide five contractor references.
- Provide five consultant references.

**Tab No. 5: District Required Forms**

- Form A: Felony Conviction Notice & Criminal History Review of Contractor Employees
- Form B: Certificate of Residency
- Form C: Suspension or Debarment Certification
- Form D: Affidavit of Non-Discriminatory Employment
- Form E: Conflict of Interest Questionnaire
- Form F: Non-Collusion Statement & Signature Page
- Form G: Provisions for Contracts Under Federal Awards
- Form H: Compliance with Laws Affecting the Contract
- Form I: W-9

END OF SUBMISSION REQUIREMENTS

**PROJECT INFORMATION AND SELECTION PROCESS FOR REQUESTED SERVICES**

The work to be included under the RFQ consists of the furnishing all instruments, tools, plans, reports and labor required to perform commissioning and test and balance services as requested by TISD. The firm(s) selected may be asked to provide:

- Building mechanical, electrical and plumbing system commissioning
- Testing and balancing of mechanical and plumbing systems
- Building lighting system commissioning
- Energy modeling
- Site investigation and testing services for commissioning of existing systems
- Design document reviews including project submittal data to verify compliance with plans and specifications
- Building performance benchmarking
- Preliminary reports of findings and recommendations for compliance
- Ensuring corrections are made for items found to be out of compliance
- Final report showing the projects are in compliance with applicable codes and design specifications
- Other related commissioning and test and balance services required by projects within the 2022 bond program or as otherwise requested by TISD

The selection of a firm will be made based upon determining the most qualified firm, as required by the Chapter 2254 of the Texas Government Code and District policy. Once a most-qualified firm is identified, TISD will provide a more detailed scope of services and attempt to negotiate a fair and reasonable price. If a fair and reasonable price can't be negotiated, TISD will formally end negotiations and engage the next most-qualified firm.

The selection committee may request interviews, presentations, and/or tours prior to finalizing the selection process.

The District reserves the right to waive any irregularities and informalities and make any decision that they judge is in the best interest of the school district.

The District reserves the right to cancel this RFQ, and is in no way obligated to proceed with any project or to enter into a contract with any firm.

The District will use the following criteria with respect to evaluating statements for qualifications:

Experience of Staff/Ability to Perform	30%
Previous Experience with School Districts	20%
Previous Experience with Similar Projects	20%
References	15%
Previous Experience with TISD	10%
Local Presence	5%

END OF PROJECT INFORMATION AND SELECTION PROCESS

## RFQ SUBMISSION FORM

Name of Firm: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Check the area(s) of expertise provided by the firm submitting this RFQ. Do NOT check services provided by your consultants.**

- Testing, Adjusting, & Balancing
- Commissioning

✓	REQUIRED FORMS	PLACEMENT
	1. Letter of Interest & RFQ Submission Form	Insert at front of binder
	2. Firm Profile	Insert in Tab 1
	3. Experience	Insert in Tab 2
	4. Personnel & Process	Insert in Tab 3
	5. References	Insert in Tab 4
	6. District Required Forms (A-I)	Insert in Tab 5

TIMELINE	
Release RFQ	1/26/24
First Legal Notice Published in the Austin American Statesman	1/28/24
Second Legal Notice Published in the Austin American Statesman	2/4/24
Last Date for Questions	2/7/24
Statement of Qualifications Due	2/12/24
Anticipated Board Date	2/26/24

FORM A: FELONY CONVICTION NOTICE & CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Code 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.”

Texas Education Agency Amendment to 19 TAC 153.1101 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students, and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner’s property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner’s property or other location where students are regularly present. Owner shall determine what constitutes “moral turpitude” or “a location where students are regularly present.”

Contractor or subcontractors may not work on District property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
  - a. Controlled substances; or
  - b. Property; or
4. Any other offense the District believes might compromise the safety of students, staff, or property.

Contractor is responsible for the performance of the persons, employees, and/or subcontractors Contractor assigns to provide services for the Taylor ISD pursuant to this contract on any and all Taylor ISD campuses or facilities. Contractor will not assign individuals to provide services at a Taylor ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Taylor ISD Purchasing Department. If at any time during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the Taylor ISD, Contractor will immediately update the above form and provide such form to the Taylor ISD Purchasing Department within five business days of becoming aware of the change in status.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that I have reviewed the information concerning notification of felony convictions and required criminal history checks and that **ALL** information furnished is true to the best of my knowledge.

Vendor’s Name: \_\_\_\_\_

Authorized Company Official’s Name (please print) \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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) \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date \_\_\_\_\_



TAYLOR INDEPENDENT SCHOOL DISTRICT

FORM B: CERTIFICATE OF RESIDENCY

The State of Texas passed Texas Government Code 2252 relating to Proposals by nonresident contractors.

“Non-resident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

“Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident’s principal place of business is located.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas  
(Company Name)

as defined by Texas Government Code 2252.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a Non-resident Bidder of Texas  
(Company Name)

as defined in Texas Government Code 2252 and our principal place of business is:

(City and State) \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

TAYLOR INDEPENDENT SCHOOL DISTRICT

SERVICES FORM C: SUSPENSION AND DEBARMENT

CERTIFICATION

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. Taylor ISD does not do business with firms that have been suspended or debarred (e.g., subawards to sub-recipients).

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award will be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

TAYLOR INDEPENDENT SCHOOL DISTRICT

FORM D: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	<b>OFFICE USE ONLY</b>	
<b>Name of person who has a business relationship with local governmental entity.</b>  <input type="checkbox"/>	Date Received	
<input type="checkbox"/> 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 the originally filed questionnaire becomes incomplete or inaccurate.)		
Name of local government officer with whom filer has employment or business relationship.  <div style="text-align: center;"> <hr style="width: 30%; margin: 0 auto;"/>                     Name of Officer                 </div>  This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Oves</span> <input type="checkbox"/> <span>No</span> </div>		
B. Is the filer of the questionnaire 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?  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Oves</span> <input type="checkbox"/> <span>No</span> </div>		
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 of 10 percent or more?  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Oves</span> <input type="checkbox"/> <span>No</span> </div>		
D. Describe each employment or business relationship with the local government officer named in this section.		
<hr style="width: 80%; margin: 0 auto;"/> Signature of person doing business with the governmental entity		<hr style="width: 80%; margin: 0 auto;"/> Date

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SERVICES FORM F: NON-COLLUSION STATEMENT &

SIGNATURE PAGE

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation firm, partnership, or individual has not prepared this Proposal in collusion with any other offeror, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with the Taylor Independent School District, prior to the official opening of this Proposal. Failure to observe this procedure may be cause for rejection of this Proposal.

I have read the standard terms and conditions.

\_\_\_\_\_  
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this Proposal.

I fully understand this Proposal specifications.

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## TAYLORINDEPENDENT SCHOOL DISTRICT

### FORM G: PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the NOGA/GAN from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA/GAN from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, allocable and allowable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- If the contract is to develop materials, concepts, or products, protection and ownership of such materials, concepts, or products are retained by TEA, the State of Texas, and the federal government, as applicable (including copyright, patent, trademark).

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contracts for more than the simplified acquisition threshold currently set at \$50,000 for Texas ISDs, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity. 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."
- 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 the District 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 District 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 District 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 subrecipient 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 District must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision

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for compliance with 40 U.S.C.43702 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.

- 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 subrecipient 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 subrecipient 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.
- 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 subgrants of amounts in excess of \$150,000 must contain a provision that requires the District 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).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 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.
- See §200.322 Procurement of recovered materials.
- Domestic preferences for procurements (§200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- Ban on Foreign Telecommunications & Video Surveillance Services or Equipment (§ 200.216) Federal grant funds may not be used to purchase equipment, services or systems that uses “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

Business Name: \_\_\_\_\_

Select One of the Following:

- I certify that I DO agree to the federal purchasing requirements noted above.
- I certify that I DO NOT agree to the federal purchasing requirements noted above.

Vendor's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Vendor's Signature \_\_\_\_\_

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FORM H. COMPLIANCE WITH LAWS AFFECTING THE CONTRACT

Compliance with Tex. Govt. Code Chapter 2271: If this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship. [*Note: This law is currently pending review by a federal appeals court; the Owner requests technical compliance, but ultimately, its enforcement will be determined by the courts.*]

Compliance with SB 252 (Sections 2252.151 to 2252.154, Tex. Govt. Code): A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan, or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

Compliance with Senate Bill 13, 87<sup>th</sup> Tex. Legislature, amending Ch. 2274, Tex. Gov't Code: A governmental entity may not enter into contracts with companies boycotting certain energy companies.

Compliance with Senate Bill 19, 87<sup>th</sup> Tex. Legislature, amending Ch. 2274, Tex. Gov't Code: A governmental entity may not enter into contracts with companies that discriminate against firearm and ammunition industries.

In signing this agreement, you attest to comply with the above provisions.

---

Printed Name of Contractor

---

Contractor's Signature

---

Date



TAYLORINDEPENDENT SCHOOL DISTRICT

FORM I: W-9

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	<b>Elgin ISD</b> <b>1002 North Avenue C, PO Box 351</b> <b>Elgin, TX 78621</b>
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 the "Name" line 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.

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.