



**Request for Qualifications (RFQ) #2122-02:
Taylor ISD Architectural & Engineering Services**

Date Posted: Thursday, March 3, 2022
Due Date & Time: Friday, April 1, 2022, 10:00 AM (CST)

Introduction

The Taylor Independent School District is issuing this invitation to submit qualifications for architectural and engineering services associated with a potential bond election, including bond promotion services. Services will address continued growth in student enrollment as well as other district needs. This could include additions, renovations, or other facility improvements of various types. The District may choose to award a single contract for all projects or a combination of contracts for individual and/or multiple projects, depending on what is deemed in the best interest of the District. The resulting firm selections will be valid for the duration of the potential bond program.

Project Scope of Work

The Taylor Independent School District is seeking qualifications for architectural and engineering services as well as bond promotion services associated with a potential bond election. Services shall include renovations, maintenance, repair, alterations, and/or minor construction in the following categories:

1. Construction
2. Renovation
3. Site Work
4. Athletics
5. Concrete & Paving
6. Flooring
7. MEP/Maintenance
8. Upgrades
9. Safety, Security, Technology & Compliance
10. Future Planning

The construction delivery method for these projects is expected to be Competitive Sealed Proposal or Construction Manager at Risk. Each will be determined at a future date.

The construction materials testing services necessary for District's acceptance of the Project will be performed under a separate contract with an independent provider engaged directly by the District.

Pre-Response Questions

Questions about this RFQ must be directed, in writing, to:

Lorine David
Chief Financial Officer
ldavid@taylorisd.org

All questions must be received by 10:00 AM (Central Time) Wednesday, March 23, 2022. The District will respond to all relevant questions in one correspondence to all parties by 4:00 PM, Friday, March 25, 2022.

Submission

If you intend to respond, **do not** contact any other member of the district or Board of Trustees in any form until a contract for this RFQ has been awarded, unless granted permission to do so by the District.

Mail or deliver one original and five copies (8.5x11, double or single sided, bound), along with a digital copy on a thumb drive, of your firm's qualifications to:

Taylor Independent School District
Attn: Lorine David
3101 N. Main St. Suite 104
Taylor, TX 76574

Submittals must be sealed and clearly marked on the outside of the package with:

Request for Qualifications (RFQ) #2122-02: Architectural & Engineering Services
Due: Friday, April 1, 2022, 10:00 AM (CST)
Firm Name

Selection Process

It is the policy of Taylor ISD that the selection of a firm to provide professional services identified herein shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. These services are to be obtained at a fair and reasonable cost based on legal requirements.

Taylor ISD reserves the right at any time to reject any or all responses to this RFQ.

Evaluation Criteria and Award

The evaluation will be based on the following:

- Weighted criteria will be used to evaluate the qualifications submitted by responding firms.
- Taylor ISD reserves the right to adjust, add, or remove steps to the evaluation process as deemed necessary for a thorough evaluation of the responses in order to determine the most competent, qualified firm.
- If needed, presentations and interviews may be requested and scheduled at a later date and time.

Taylor ISD will evaluate each Statement of Qualifications Questionnaire submitted to determine responsiveness to the District's needs based on the following criteria:

- **General Information (10 Points)**. Review of the firm's general information, including litigation history, financial history, and insurability.
- **Personnel (20 Points)**. Individual firm key employees assigned to the design team must demonstrate personal experience with construction/renovation projects at different levels of complexity. This experience must be represented in each key discipline appropriate to the project scope including architectural, structural, civil, mechanical, electrical, and technology. It is highly desired that the designated design project manager have extensive experience in construction/renovation projects with varying degrees of complexity and work phasing.
- **Professional Services (15 Points)**. Firms must identify professional services provided in-house as well as those that utilize the services of outside consultants. Listings of applicable software to be utilized as well as their benefits to Taylor ISD are to be included.
- **Planning & Design Approach (20 Points)**. Following a potential bond election, provide information on how your firm will work with the District on programming and design.
- **Project Experience (35 points)**. The firm's ability to clearly demonstrate its approach to design and construction processes, to promote potential bonds, to render high quality design services required by the District, as well as bringing projects in on budget, including change orders during construction.
- **Required Forms**.

Upon evaluation completion, the District will rank all respondents for School Board approval. The District shall attempt to negotiate with the highest-ranked firm. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

Acknowledgements

Number of Addenda Acknowledged: ____

Required Forms Included in Firm’s Submittal:

- 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

Application Signature

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, with any elected or appointed official or officer of the District, or with any employee, agent or other representative of the District, unless specifically allowed to do so by the District.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow Taylor ISD to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)	TITLE	DATE
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SIGNATURE of FIRM’S PRINCIPAL

REQUIRED INFORMATION

Submission

Bid submission should include a cover letter signed by the firm's principal assigned to Taylor ISD, be tabbed in the prescribed order and contain no more than 35 pages (not including the cover letter, table of contents, tab divider pages, financial statements or required forms).

Cover Letter

In two pages (maximum), summarize your firm's qualifications to provide architectural and engineering services, including potential bond promotion services to Taylor ISD. Include the number of years you have provided these services to Texas public school districts.

Tab A: General Information

1. Provide the following information about your firm:
 - Firm Name
 - Address (Office serving Taylor ISD)
 - Address (Corporate office, if different)
 - Website
 - Type of Organization (Sole Proprietorship, Partnership, Corporation, etc.)
 - Former company name(s), if any, and year(s) established
 - Year present firm established
 - Name of parent company, if any
 - List firm owner(s) and city/state of residence
 - Contact person for this RFQ, title, Texas registration number (if applicable), telephone and e-mail
2. In the past five years (including time under former names/ownership structures), have there been or are there currently any judgments, claims, arbitration/mediation proceedings or suits against your firm or its officers? If yes, please attach details of each.
3. Provide audited financial statements for each of the past three years. A balance sheet does not meet this criterion. Only one copy of financial statements is needed. Financial statements may be placed in a sealed envelope, marked "Confidential: Financial Statements Enclosed".
4. Provide your firm's banking institution, contact person, and phone number.
5. Professional Liability Insurance Information:
 - Provide insurance agency name and contact information
 - Describe limits per project, limits in aggregate and deductible
 - Include a copy of your firm's current loss run ratio from your Professional Liability Insurance carrier.

Tab B: Personnel

1. Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting.
2. Provide a list of assigned staff to Taylor ISD and briefly discuss their roles on the project.
3. Include professional resumes for key personnel and their responsibilities for the duration of the contract. Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, to the Taylor ISD project.

Tab C: Professional Services

1. Please check all services your firm provides in-house and list any others not listed here.

<input type="checkbox"/> Architectural Design	<input type="checkbox"/> Construction Documents	<input type="checkbox"/> Civil Engineering
<input type="checkbox"/> MEP Engineering	<input type="checkbox"/> Technology Design	<input type="checkbox"/> Security Design
<input type="checkbox"/> Structural Engineering	<input type="checkbox"/> Construction Administration	<input type="checkbox"/> Educational Specifications
<input type="checkbox"/> Technical Specifications	<input type="checkbox"/> Cost Estimating	<input type="checkbox"/> Bond Promotion Services

2. Who will your firm propose as a consultant firm for the following areas, and how long have you worked with this consultant? List any others not listed here

- Structural Engineering
- MEP Engineering
- Civil Engineering/Landscaping
- Technology Design
- Security Design
- Kitchen
- Roof
- Acoustical

3. What software will be used by your firm to produce construction documents? What are the benefits to Taylor ISD?

Tab D: Planning & Design Approach

1. Describe your services and approach your firm will take with Taylor ISD, including stakeholder involvement and technology used, in each of the following areas:
 - a. Design
 - b. Cost estimating
 - c. Quality control / quality assurance
 - d. Construction administration
2. Describe additional expertise and services relevant to the project.

Tab E: Project Experience

1. What experience does your firm have working within a 50-mile radius of Taylor ISD in the last five years?
And, state specifically:
 - Number of educational projects completed during this time frame in this region
 - Number of projects currently in progress in this region
2. List five completed K-12 projects (either new construction or renovation projects) that are representative of your firm's work within the last five years. Include:
 - District name
 - Reference contact name, title, phone number, and email address
 - Project Name
 - Square Footage
 - Substantial Completion Date
 - Original Contract Sum
 - Final Contract Sum
 - Delivery Method
 - Project Description

Tab F: 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 QUESTIONNAIRE

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
RFQ #2122-02: ARCHITECTURAL & ENGINEERING SERVICES

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
RFP #2122-02: ARCHITECTURAL & ENGINEERING 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
RFQ #2122-02: ARCHITECTURAL & ENGINEERING SERVICES

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: _____

FORM E: CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>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.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

TAYLOR INDEPENDENT SCHOOL DISTRICT
RFQ#2122-02: ARCHITECTURAL & ENGINEERING 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
RFQ #2122-02: ARCHITECTURAL & ENGINEERING SERVICES

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 subcontractor 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

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 _____

TAYLOR INDEPENDENT SCHOOL DISTRICT
RFQ #2122-02: ARCHITECTURAL & ENGINEERING SERVICES

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, 87th 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, 87th 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

