

**REQUEST FOR QUALIFICATIONS (RFQ) # 2122-01:
Taylor ISD Program Management Services**

INTRODUCTION

RFQ SCHEDULE AND DELIVERY

SUBMISSION FORMAT REQUIREMENTS

DEFINITIONS

GENERAL INTENT/SCOPE OF SERVICES

TERM OF CONTRACT

SUBMISSION REQUIREMENTS

AMENDMENTS TO THE RFQ

RESTRICTIONS ON COMMUNICATION

EVALUATION

AWARD OF CONTRACT AND RESERVATION OF RIGHTS

ATTACHMENT A - RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

ATTACHMENT B - INSURANCE REQUIREMENTS

ATTACHMENT C - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

ATTACHMENT D - DEVIATION FORM

ATTACHMENT E - STANDARD PURCHASING FORMS

ATTACHMENT F - SUBMISSION CHECKLIST

INTRODUCTION

- A. Pursuant to Subchapter E, Chapter 2269 of the Texas Gov't Code, the Taylor Independent School District (hereinafter known as Owner, or Owners) is seeking submissions from qualified providers to provide Program Management Services as provided herein. The Owner is only seeking firms that can provide the required services under a single prime contract.
- B. The selected Respondent (hereafter referred to as, Respondent or PM) will join a Project Team which will include Owner's administration, Architects, consulting engineers, designers, planners and construction contractors, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions.
- C. In general, Owner considers Program Management Services to consist of consultation and administrative services for the phases listed below:
 - 1. Organization and Implementation Planning
 - 2. Design/Engineering review
 - 3. Contract Procurement
 - 4. Construction Management and Oversight, including management of multiple prime contractors
 - 5. Occupancy/Post-Occupancy

- D. The work anticipated under this RFQ pertains to a future bond program and future facility needs yet to be defined. The Project (also referred to as Program, which consists of various projects) and consequently this Request for Qualifications (RFQ) for Program Management Services may include the following:

Future Bond Projects:

- New Elementary School
 - District Wide School Renovations + Additions
 - New Transportation Center
 - CTE Program Improvements
 - Priority Maintenance Projects
 - Land Purchases
- E. The successful respondent will be a highly qualified professional with experience in construction management field services related to construction observation and inspections. The successful respondent is an agent of the Owner and must represent the Owner in a fiduciary capacity. Respondents are required to have licensed Architects and Engineers (A/E) on staff, with demonstrated experience serving as Program Manager, and must have experience with school construction projects. The PM will be selected based upon demonstrated competence and qualifications in accordance with Section 2254.004 of the Gov't Code. Only after selection will financial and other contract terms be negotiated in conformance with this RFQ. Owner is not required to enter into any contract, nor accept any terms.
- F. Lance Weidler, Director of Support Operations, will be the Owner's Representative and will oversee and provide coordination for this Program and the PM. The Owner reserves the right to add, delete, and modify projects at any time during the course of the bond program, which may result in changes to staff and resources required.
- G. This RFQ, any addenda which may be issued, responder's submissions, and negotiated terms and conditions are to be incorporated into the contract by reference. The Owner reserves the right to accept or reject any or all responses. The Owner reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner.
- H. The Owner reserves the right, before awarding the contract, to require responders to submit additional evidence of qualifications or any other information the Owner may deem necessary. Also, prior to the Board approval, the Owner reserves the right to cancel the RFQ or portions therein, without penalty.
- I. The Owner reserves the right to negotiate terms and conditions including scope, staffing levels, and fees, with the highest ranked responder. If agreement cannot be reached with the highest ranked responder, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest ranked responder and so on until agreement is reached.

RFQ SCHEDULE AND DELIVERY

- J. Subject to change as deemed necessary by Owner, responses are due by **Tuesday, March 22, 2022, at 10:00 AM CST**. All responses must be provided in a sealed envelope/package labeled RFQ#2122-01: PROGRAM MANAGEMENT SERVICES and be delivered to:

Taylor ISD Administration Office
Attention: Lorine David, Chief Financial Officer
3101 N. Main St., Suite 104
Taylor, TX 76574

- K. Questions concerning this RFQ shall be directed to the Owner in writing. Oral questions and explanations are not permitted other than as described by this section and during interviews, if any. All written questions are due by Wednesday, March 9, 2022, at 10:00 AM CST. Answers to questions will be posted on Owner's Website by Friday, March 11, 2022, at 5:00 PM CST. *Note: All questions and all answers will be posted on the Owner's website under Departments/Business Office/RFQ/RFQ-Program Management Services, and no further posting or distribution will occur. Owner's website is <https://www.taylorisd.org>. Communication with the Owner's Contact Person after the deadline for questions is not permitted. All questions must be addressed and sent to:

Lorine David
Chief Financial Officer
Taylor ISD
Email: ldavid@taylorisd.org

SUBMISSION FORMAT REQUIREMENTS

- L. Submittal Format and Contents: The contents of the respondent Statement of Qualifications (SOQ) must be complete in description, concise in volume, and austere in form. The qualifications should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single sided) unless noted below, and bound with coil binding. Six (6) copies of the Complete Statement of qualifications are required. A flash drive containing a PDF file of the entire SOQ must be provided. It is not required to restate each question in the response. However, provide section number, and outline level description of the response item since the evaluation criteria will cite certain sections. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQS information. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

DEFINITIONS

- M. Design Team: A team comprised of the Architect, Owner Representative and others to ensure optimal functionality and aesthetic design of new and renovated facilities.
- N. Operation and Maintenance Manual: The set of manufacturer's instructions and technical/operational documents that shall be compiled for each project.

- O. Program Management Services: Management and services (administration) to implement and execute a capital improvement program, as provided by a professional engineering or architectural consulting firm selected by the Owner. This is distinct from *Project* management, which refers to a particular project within an overall program of multiple projects. Owner prefers to have the selected PM team include licensed Architects and/or Engineers, or a degree in similar fields. The Selected PM will be expected to provide professional recommendations to the documents and the projects in general. The Selected PM will also be expected to provide auditing services, maintenance and operations recommendations, post-construction occupancy services, and maintenance of District standards for current and future projects.
- P. A/E: Architect / Engineer
- Q. RFI: Request for Information.
- R. RFQ: Request for Qualifications
- S. SOQ: Statements of Qualifications.
- T. Requirements and Construction Standards: All legal Requirements and Construction Standards.
- U. Construction Specifications Institute (CSI): An organization that standardizes construction language as it pertains to building specifications; CSI has created an indexing system for organizing construction specifications.

GENERAL INTENT/SCOPE OF SERVICES

V. General

1. The Owner anticipates use of numerous services available from PM firms. The services required have not been fully determined. Accordingly, the paragraphs within the section GENERAL INTENT/SCOPE OF SERVICES outline a general scope only for the purpose of organizing responses to this RFQ and shall be subject to negotiation with the highest ranked firm. The executed contract between the Owner and the PM will define the services to be performed.
2. The selected respondent will provide complete Program Management Services, and will work directly with the Owner Representative, the design team, the general contractor(s) and local and state agencies, and will report to the Owner Representative. The selected respondent shall assemble a program management team that is sufficiently experienced and technically proficient to satisfactorily perform the tasks outlined in “Responsibilities by Project Phase” below.
3. The Program Manager shall provide a Program Management team, with appropriate administrative support during the entirety of the program. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the Owner Representative.

W. Planning and Initiation Phase

1. Provide consultation on facilities to the District and its Board, Administration, Staff and Committees; facilitate committees, attend meetings; and assist in developing recommendations for facility improvements.
2. Make presentations at the request of the OWNER to the community and civic groups on improvement programs.

3. Work with OWNER Administration and financial/bond advisors as requested, to provide data and analyses.
4. Provide draft and preliminary Program of Requirements (POR) for facility projects, working with Administration, Faculty/Staff and Committees.
5. Provide consultation on existing site analyses and new site analyses and selection.
6. Provide consultation on funding and possible facility bond program(s).
7. Assist in project/program cash flow projections; prepare exhibits and presentation materials for public consumption.
8. Work with OWNER to establish accounting and reporting methods.
9. Establish document controls system and manage use of the system by project teammates.

X. Pre-Construction Phase

1. Provide evaluation of program and budget requirements and prepare final POR in conjunction with selected A/E.
2. Oversee progress activities of the A/E.
3. Provide Quality Control checking of A/E submission documents. Prepare written review and maintain follow-up log for quality assurance.
4. Arrange meetings and design sessions to facilitate design input by all end users including administration, staff, teachers, directors, support services and students as well as committees and the community (as desired).
5. Review estimates, budgets and timelines prepared by the A/E and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.
6. Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering and cost control.
7. Develop, in consultation with OWNER, requirements for furniture for each facility. Manage furniture procurement.
8. Manage move coordination activities, including portable buildings, instructional materials, music instruments, furniture, shop equipment, and personal belongings.
9. Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner Furnished Contractor Installed (OFICI) items.
10. Coordinate contract documents for OWNER. Work with OWNER legal counsel on the preparation of contract forms for inclusion in bidding documents.
11. Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, etc.).
12. Facilitate developing bidder pre-qualifications, issuing bid documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards.
13. Facilitate procurement of material testing labs, air balancing services, and other necessary construction-phase consultants not provided through the A/E.
14. Facilitate pre-award conferences and contracts.
15. Provide value engineering on all construction projects.
16. Make presentations at the request of the OWNER throughout the pre-construction phase to the community, civic, and other interested groups on construction progress.
17. Provide content to allow OWNER to update website communication page(s) for entire capital program.

Y. Construction Phase

1. Assist the A/E in administering contracts for construction.
2. Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and A/E. Handle contract administrative responsibilities for the OWNER. Assist the A/E in completing projects in accordance with OWNER objectives for costs, time, and quality.

3. Schedule and conduct pre-construction, construction, and progress meetings with the A/E to discuss projects.
4. Perform construction observation activities.
5. Prepare construction observation reports.
6. Monitor, update, and enforce construction schedules.
7. Enforce contracts to achieve satisfactory performance from all contractors, labs, and professionals.
8. Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records. Provide monthly financial briefings and summaries of all project costs.
9. Review and make recommendations to OWNER on all requests for changes (Proposal Requests, Request for Information, Supplemental Instructions) in construction and change orders.
10. Review, evaluate and make recommendations to OWNER on all invoices and applications for payment. Assign job accounting code to each invoice transaction for accurate accounting of costs.
11. Develop and implement procedures with A/E for progress and final payments to contractor.
12. Assist in obtaining all permits.
13. Coordinate the services of all A/E's, surveyors, testing labs and other consultants.
14. Assist in verifying that all work conforms to contract documents. Follow-up on deficiencies identified during observations.
15. Assist A/E in contract interpretations and owner intent.
16. Receive certificates of insurance.
17. Receive and facilitate review of shop drawings, product data, samples, and other submittals and assist owner and A/E with approvals.
18. Record and report project progress.
19. Maintain record copies of contract documents, addenda, change orders, and other modifications.
20. Assist in arranging for delivery, storage, protection, and security of owner purchased materials, systems, and equipment.
21. Develop electronic document controls program for use by the entire team for the management and tracking of project documents.

AA. Closeout Phase

1. Facilitate A/E and Owner checkouts of utilities and assist in initial start-up and testing of systems.
2. Coordinate the demonstration and training for equipment and services.
3. Coordinate the timing and conditions for furniture delivery and installation with Contractor and OWNER schedules.
4. Facilitate A/E in substantial completion inspections, and furnishing to OWNER guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
5. Review closeout documents for thoroughness and compliance with project requirements. Address missing items with Contractor and A/E.
6. Represent the OWNER during final inspections and walk-through.
7. Facilitate training meetings for OWNER staff in use of new facilities, components, and equipment.



BB. Warranty Phase

1. Establish protocol for reporting warranty deficiency
2. Disposition warranty claim and identify appropriate party for response; A/E, contractor, or OWNER.
3. Establish tracking of warranty items and corrective actions
4. Coordinate and participate in the 11-month warranty walkthrough and review.
5. Develop warranty actions as identified during 11-month warranty walk through
6. Prepare warranty phase transition plan for OWNER responsibility of future warranty needs.

CC. Communications Activities

1. Prepare for and participate in community (PTO, Campus, etc) Bond Update Meetings.
2. Prepare regular bond update reports for review by community, district staff, leadership, and Board of Trustees.
3. Attend monthly Board of Trustees meetings.
4. Prepare charts, graphs, photos, status summaries and other reporting for OWNER website.

DD. Occupancy/Post-Occupancy

1. Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of substantial completion. Monitor completion of the punch list items by the contractor.
2. Coordinate such items as furniture and equipment (delivery, assembly and installation), systems testing, training sessions, etc. Participate in regular Move-in Team coordination meetings to ensure all deadlines are met.
3. Review Operations and Maintenance manuals for each project to make sure they meet specified requirements.
4. Assist Owner in obtaining Occupancy Permit, including preparation of relevant documents for governmental agencies, as well as facilitating inspections by governmental agencies.
5. Work with a Commissioning Services provider.
6. Verify that all warranties have been received and are properly executed by the vendor and owner.
7. Coordinate repair and monitoring of warranty work order requests during eleven-month warranty completion period.

EE. Facility Consulting Services

1. Maintenance Consulting
 - a) Study and provide subsequent reporting regarding maintenance best practices.
 - b) Develop recommendations for preventative maintenance planning tasks and intervals.
 - c) Assess staffing levels and expenditures versus peer institutions. Prepare recommendations for change, as appropriate.



Inspire, Equip, Empower

- d) Review energy use and expenditures versus peer institutions. Prepare recommendations for change, as appropriate.
 - e) Facilitate equipment repair or replacement by identifying need, sourcing contractor/vendor, and cooperating with OWNER staff to purchase. Administer construction and repair work
 - f) Facilitate RFP for various contracted services.
2. Planning Consulting
- a) Establish recommended standards for facility equipment, materials, and brands.
 - b) Develop standards for space types
 - c) Facilitate procurement and implementation of Energy Savings Performance Contracts (ESCO).
 - d) Prepare budgets for future repairs and maintenance activities.
3. Auditing

TERM OF CONTRACT

FF. A contract awarded under this RFQ will be for Future Bond projects listed previously herein and future projects as determined by the Owner. Owner shall determine the form of contract to be implemented. The contract awarded in response to this RFQ may contain provisions allowing interlocal agreements between the Owner and other governmental entities. The Owner has not defined project completion dates for the anticipated work.

SUBMISSION REQUIREMENTS

GG. Section A: Letter of Interest. [Maximum 1 page]

HH. Section B - Table of Contents [Maximum 2 pages]

Each firm submitting must include a Table of Contents listing the sections and detailed items presented in the submittal.

II. Section C – Executive Summary [Maximum 3 pages]

Each respondent must include an Executive Summary briefly highlighting the respondent's Qualifications and shall include:

- 1. How the proposed team will meet the Evaluation Criteria and respond to the Scope
- 2. Any additional relevant information.

JJ. Section D – Respondent Introduction [Maximum 2 pages]

- 1. Provide a brief history of the respondent. Among other information deemed important to the Respondent, include the following information
 - a) Legal name of the company and license number(s) of the architecture/engineering firm
 - b) Address of the office that will be providing services
 - c) Services being offered by the firm

- d) Number of years in business
- e) Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.)
- f) Provide a table summarizing the number of staff with the following credentials:
 - (1) Registered engineers
 - (2) Licensed architects
 - (3) Project Management Professional (PMP)
 - (4) Certified Construction Manager (CCM)
 - (5) All other
- g) Annual revenues for the past three (3) years (2019, 2020, and 2021)

KK. Section E – Proposed Team [Maximum 10 pages not including Resumes]

- 1. Recognizing that the Owner may elect to deviate from the requested scope of services through negotiation and at the time of contracting, describe the K-12 Program Management history and services of the Respondent.
- 2. Provide an organization chart of the project team
- 3. Provide resumes for the project team indicating:
 - a) Credentials (AIA, LEED, PMP, CCM, CxA, PE, etc.)
 - b) Registrations
 - c) Background (Overview of employee)
 - d) Boards, committees, volunteer activities
 - e) Education
 - f) Project experience (Client, scope of work, and role)
- 4. The Respondent must demonstrate a thorough understanding of the tasks required to perform the requested services. Describe the job duties, by position, required for successful program management for your proposed project team, which shall include but not necessarily be limited to:
 - a) Project Leader
 - b) Project Manager(s)
 - c) Project Controls Analyst (PCA)
 - d) Construction Observation/Inspectors
 - e) Project Engineer(s)/Architect(s)
 - g) QC Managers
 - h) Scheduler(s)
 - i) Estimator(s)

LL. Section F – Respondent Project Experience [Maximum 10 pages]

- 1. Identify five (5) Program Management Owners for which the respondent provided, or is providing services, which are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed: (Projects listed are to be for K-12 Public Schools, and shall be as recent as possible).
 - a) Total project costs
 - b) Project size in gross square feet
 - c) Type of construction (new, renovation, or expansion)
 - d) Detailed description of professional services the respondent provided for the project



Inspire, Equip, Empower

- e) Client/Owner contact information: Name, title, email address, fax number, phone number
 - f) Name of Architect(s) that were managed
 - g) Name of Contractor(s) that were managed
 - h) Describe the cost savings and value added to the project
2. Summarize, in a table format, the names of Owners, scope of services, and type of facilities where the respondent has performed or is performing Program Management Services for K-12 Owners for the past five years. Indicate the following:
- a) Owner and Project Name
 - b) Owner Contact (Name, title, phone, email)
 - c) Type of construction (new, renovation, or expansion)
 - d) Construction Delivery method (CSP, CMAP, JOC, Cooperative Purchasing)
 - e) Project Start and Completion Date (or ongoing)
 - f) Name of Architect(s) that were managed
 - g) Name of Contractor(s) that were managed
 - h) Project size in gross square feet
 - i) Budget and Final Cost
 - j) Savings returned to Owner
 - k) Brief project description

MM. Section G – Project Management Understanding and Approach [Maximum 20 pages]

1. Describe the project phase or activity that you believe most benefits the overall project and why.
2. Describe your cost control methods for the design and construction phases. How do you develop cost estimates, how often are they updated, and what steps are taken to realign costs?
3. Provide a description of an instance, if any, where your involvement in a project in the role of Program Manager resulted in savings for your client.
4. Provide a description of your typical project initiation plan, and team approach
5. Provide examples where your work has addressed the following project types:
 - a) Elementary schools
 - b) District Wide School renovations and expansions
 - c) Transportation facilities
 - d) Career and Technical Education Program Projects
6. Describe your firm's demonstrated technical competence and program management qualifications, specifically those for educational and institutional clients.
7. Describe your firm's experience in developing project specifications and facility standards for public school clients.
8. Describe how your firm develops and maintains work schedules to coordinate with the Owner's project schedule. Provide examples of how these techniques were used in any of the projects detailed in LL Section F.
9. Describe how your firm/team manages dispute resolution and claims avoidance services.
10. Describe your proposed approach to managing the program expertly and efficiently, including team participation. Describe what approach you will take to integrate the Commissioning Process with the Commissioning Provider into the normal design and construction process.



11. Describe the process of construction observation and inspections, the frequency of field trips recommended, reporting procedures, and steps taken to confirm corrective measures are taken to assure the construction complies with the construction documents.
12. Describe what you will do to foster teamwork and cooperation from contractors and designers and what you will do to minimize adversarial relationships.
13. Provide a summary of key construction phase activities to be performed by the Program Manager that benefit the Owner.
14. Describe your firm communication process to keep all stakeholders, contractors, architects, vendors, etc. informed during all phases of the project.

NN. Section H: Letters of recommendation [Maximum 10 Pages]

Furnish letters of recommendation from past or current K-12 school district customers of the respondent.

OO. Section I: Questionnaire, Forms, Signature Pages, Checklists

1. **RESPONDENT QUALIFICATION QUESTIONNAIRE:** Complete, sign and submit the Respondent Qualification General Questionnaire, ATTACHMENT A - RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE
2. **PROOF OF INSURABILITY:** Submit a letter from insurance provider stating provider's commitment to insure the respondent for the types of coverages and at the levels specified in ATTACHMENT B - INSURANCE REQUIREMENTS, if awarded a contract in response to this RFQ. Respondent shall also submit a copy of current insurance certificate.
3. **SIGNATURE PAGE:** Complete, sign and submit ATTACHMENT C - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the submission. Submissions signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
4. ATTACHMENT D - DEVIATION FORM
5. ATTACHMENT E - STANDARD PURCHASING FORMS A-I
8. **SUBMISSION CHECKLIST:** Complete and submit the Submission Checklist, ATTACHMENT F - SUBMISSION CHECKLIST.

Respondents are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S SUBMISSION BEING DEEMED NON RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

AMENDMENTS TO THE RFQ

- PP. Changes, amendments, or written responses to questions received regarding this RFQ will be posted on the Owner's website. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ, and changes to the RFQ – if any – shall be made in writing only.

RESTRICTIONS ON COMMUNICATION

- QQ. The Respondents, or any agent or representative of respondents, shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration, or their respective staff persons, except as specifically requested in writing by to the named point of contact in section K, at any time between the date of submission of the RFQ and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFQ and/or submission submitted by Respondents.
- RR. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.
- SS. Violation of this provision by Respondent or his/her/its agent or representative may lead to disqualification of Respondent's submission.

EVALUATION

- TT. The Owner will conduct a comprehensive evaluation of all submissions received in response to this RFQ. The Owner may appoint a selection committee to perform the evaluation.
- UU. Each submission will be analyzed to determine overall responsiveness, demonstrated competence and qualifications under the RFQ criteria, and Respondent's proposed plan. The Owner anticipates a ranking based on an evaluation of the statement of qualifications. However, the selection committee may select all, some, or none of the Respondents for interviews. If the Owner elects to conduct interviews, respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The Owner may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Owner reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.
- VV. The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of respondents including their proposed subcontractors, which may include inspection of respondents' and subcontractors' facilities and contacting their previous clients.

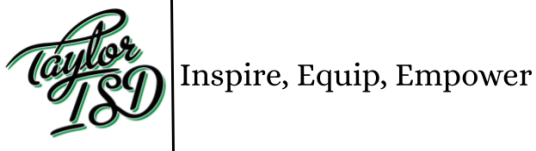


WW. In addition to consideration of any mandatory criteria set forth in Ch. 2269, Tex. Gov't Code, the Owner will utilize the following criteria in the evaluation of responses:

Points Value	Category	Evaluation Method
10	Local Experience	Firm and / or team members demonstrate experience working in surrounding districts and thereby better serve Owner's projects
25	Similar Projects and Owner Protection	Firm and / or team members demonstrate similar project experience to the work planned by Owner in a qualified manner and thereby the capability to better serve the Owner's projects
15	Available PM Services and Team Members	Firm demonstrates a thorough understanding of the needs that require fulfillment to complete a Capital program like the Owner's and thereby demonstrates the range of services available to meet a variety of needs, providing a clear org chart, line of command and qualified personnel to perform the work
10	References	Firm, through reference checks or letters of recommendation, demonstrates respect from past and / or current clients through positive feedback regarding communication, schedule management, cost control and leadership thereby demonstrating high performance
10	Past Experience With A/E Teams	Firm demonstrates prior positive experience working with the Architecture/Engineering team(s).
5	Firm Stability	Firm demonstrates a stable history through years in business, sound financial information, no findings of negligence, overall size, serve as prime contract holder, renewal of contracts, and other criteria
10	Capacity and Additional Services Available from the Firm	Firm demonstrates depth of experience and the ability to provide atypical Program Management services, should the need arise, by furnishing information about the Firms Architecture / Engineering / Environmental / Traffic Planning, etc. capabilities.
15	Demonstrated Cost Savings	Firm demonstrates a history of providing cost-effective Program Management by illustrating cost savings, additional value and value engineering examples

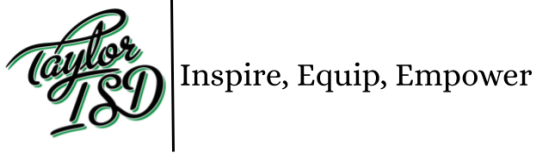
AWARD OF CONTRACT AND RESERVATION OF RIGHTS.

- XX. Owner will negotiate a contract at a fair and reasonable price with the most highly qualified Respondent. If a satisfactory contract cannot be negotiated with the most highly qualified Respondent, negotiations will end, and Owner will negotiate a contract with the next highly qualified Respondent. Owner will continue this process until a satisfactory contract is entered.
- YY. The Contract, if awarded, will be awarded to the most qualified Respondent whose submission is deemed most advantageous to the Owner and with whom a satisfactory contract has been negotiated. The contract is not effective until approved by the Owner's Board of Trustees.
- ZZ. The Owner may accept any submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of the Owner.
- AAA. The Owner reserves the right to accept one or more submissions or reject any or all submissions received in response to this RFQ, and to waive informalities and irregularities in the submissions received. The Owner also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- BBB. This RFQ does not commit Owner to enter into a Contract, award any services related to this RFQ, nor does it obligate Owner to pay any costs incurred in preparation or submission of a submission or in anticipation of a contract.
- CCC. Conflicts of Interest. Respondent acknowledges that it is informed that Owner Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the Owner, shall file a completed conflict of interest questionnaire with the appropriate Owner records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the Owner; or (2) submits to the Owner an application, response to a request for qualifications, submissions or bids, correspondence, or another writing related to a potential agreement with the Owner. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Complete conflict of interest questionnaires may be mailed or delivered by hand to the Owner Administration Office. Please consult your own legal counsel if you have questions regarding the statute or form.
- DDD. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that Owner shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- EEE. Access and Audit Rights. Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Program Manager's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers,



memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such a longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

- FFF. Criminal Background Checks. Respondent agrees to provide assurance that all employees and subcontractors of the Program Manager who have contact with students have passed a criminal history background check current within the last year.



**TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES**

ATTACHMENT A - RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

(Restate each question as written & provide response)

- 1. Company Information: Provide the following information regarding your company.

Name/Name of Agency/Company:
Address:
State: Zip Code:
Telephone No.:
Fax No.:

- 2. Contact Information: List the person who the Owner may contact concerning transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submission?

Name:
Address:
State:
Zip Code:
Telephone No.:
Fax No.:
Email:

- 3. Does your Company anticipate any merges, transfer of organization ownership, Management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submission?

Yes No

- 4. Is your Company authorized and/or licensed to do business in Texas?

Yes No

- 5. Provide any other names under which your business has operated within the last ten (10) years.



6. Has the Company or any of its principals been debarred or suspended from Contracting with any public entity?

Yes No

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Provide a Dun and Bradstreet number, which will be used to conduct research by the Owner to indicate the financial stability of your company.

8. In the last ten (10) years, has an insurance company refused to provide your firm with a quote for professional liability insurance?

Yes No

9. Is your company currently in default on any loan contract or financing agreement with any bank, financial institution, or other entity?

Yes No

If yes, specify date(s), details, circumstances, and prospects for resolution. The cause and current status or final outcome.

10. Does any relationship exist whether by relative, business associate, capital funding agreement, or other such kinship exist between your company and any Owner employee? If yes, please explain.

Yes No

11. Has the Company or any of its principals ever had a bond or surety canceled or forfeited?

Yes No

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.



Inspire, Equip, Empower

12. Bankruptcy Information. Has the Company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

13. Has your firm ever had a contract with a school district that experienced any one of the following: 1.) Termination for any cause, 2.) allowed to lapse and no effort made to renew 3.) mediation, arbitration or litigation?

Yes No

If yes, state the name of the Owner(s), nature of the cause and current status or final outcome.

14. Has *any* work in the past ten (10) years where your Company has served as K 12 Program Manager resulted in a claim against the Owner?

Yes No

If yes, state the name of the Owner(s), nature of and current status or final outcome.

15. Has your firm or individual team members been involved in the District (Education Foundation, committees, volunteer work)?

Yes No

If yes, please describe.

16. For those projects your company references within your response to this RFQ, was the service provided as a Prime contract holder?

Yes No

If no, for those projects your company references within your response to the RFQ, state the name of the Owner(s) where you were not the prime contract holder and state the name of the prime contract holder.

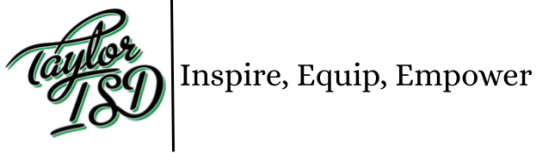
Signed: _____

TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT B - INSURANCE REQUIREMENTS

- a. Provide proof of professional liability insurance, general liability, auto liability and worker's compensation/employer's liability insurance. Professional liability insurance, on an occurrence basis, should remain in force during the term of the contract. Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and worker's compensation/employer's liability insurance coverage. Provide history of claims regarding design errors and omissions and other professional liability claims. The Owner will be requesting the selected program management advisor to carry errors and omissions insurance with a five million dollar (\$5,000,000.00) limit per occurrence. Additionally, the PM will be expected to comply with the following indemnification requirements as stated below.
- b. Insurance: Respondent represents and agrees that it shall provide and maintain certain insurance as required by Owner, including, but not limited to, professional liability, general liability, automobile liability, and workers compensation insurance. Such insurance shall be written for not less than the limits set out in the Insurance Addendum attached hereto as RFQ Attachment B, or greater if required by law. Prior to the execution of this Contract, Respondent shall provide to the Owner original certificates of insurance indicating proof of any such required insurance. Respondent shall assure that Owner will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation or termination of such insurance policies. Owner shall be listed as an additional insured on all policies except professional liability and workers' compensation.
- c. Indemnification. The Agreement which the successful respondent will be asked to enter into will contain the following Indemnity provision which will constitute a nonnegotiable portion of the agreement:

INDEMNITY. PROGRAM MANAGER HEREBY AGREES TO INDEMNIFY, AND HOLD TAYLOR ISD, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS OF PROGRAM MANAGER, ITS AGENTS AND EMPLOYEES, OR ARISING OUT OF THE OPERATIONS OR SERVICES OF PROGRAM MANAGER, ITS AGENTS, ANY EMPLOYEES, UNDER THIS AGREEMENT.



**TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES**

ATTACHMENT C - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Circle below to indicate the business structure of Respondent:

Individual/Sole Proprietorship Partnership or Joint Venture Corporation

Other Entity (State Type)_____

The undersigned certifies that (s) he is _____(title) of the Respondent entity named below; that (s)he is authorized to sign this Submission Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submission as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number Employer Identification Number:

[continued on next page]



Inspire, Equip, Empower

Respondent Organization Name _____

By: _____

Printed Name: _____

Title: _____

By: _____

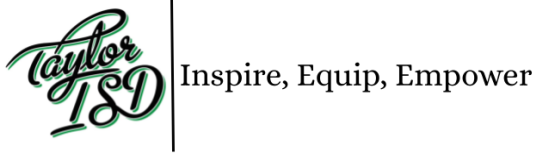
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualifications on which our Submission is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualifications.

By signing and executing this submission, I further certify on behalf of my organization and represent to the Owner that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. § 36.01, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this submission; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Owner concerning this submission on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent 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 Owner in return for the person having exercised the persons' official discretion, power or duty with respect to this submission; the Respondent certifies and represents that it has not nor 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 Owner in connection with information regarding this submission, the submission of this submission, the award of this submission or the performance, delivery or sale pursuant to this submission.



TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

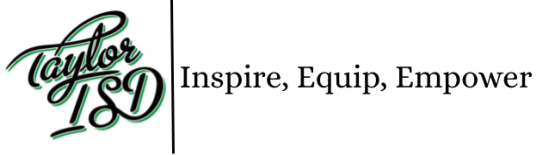
ATTACHMENT D - DEVIATION

Any proposed deviations to the Terms and Conditions and/or Specifications **MUST** be noted on this sheet. In the absence of any entry on this Deviation Form, the Proposer assures the Owner of their full compliance with the Terms and Conditions and Specifications. The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable or unacceptable. **THIS DEVIATION FORM MUST BE SIGNED BY EACH PROPOSER WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL.**

DEVIATION:

Company Name: _____

Authorized Signature: _____



TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E– STANDARD PURCHASING FORMS

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

FORM B: CERTIFICATE OF RESIDENCY

FORM C: SUSPENSION AND 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 HOUSE BILL 89 & SENATE BILL 252

FORM I: W-9

TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, 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 provides 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.



Note: Tex. Gov't Code § 411.0845 authorizes the Texas Department of Public Safety (DPS) to maintain the Criminal History Clearinghouse to provide fingerprint criminal history record information to approved persons and entities. Additionally, the release of any criminal history record information provided by the U.S. Federal Bureau of Investigation (FBI) is subject to federal law. Despite requirements under Chapter 22 of the Texas Education Code for contractors to obtain criminal history information on their covered employees, the FBI has taken the position and instructed DPS that many contractors cannot have access to national criminal history record information because they are considered to be a "private entity." Accordingly, the contractor may not be able to comply with this form. In the event that the contractor cannot obtain all criminal history information required by Texas law and this form regarding its "covered employees," contractor agrees to fully cooperate with the District's TEA-approved protocol for ensuring that contractor and contractor's "covered employees" are fingerprinted, allowing the District to fingerprint contractor and/or its employees using the District's Local Education Entity (LEE) Fast Pass option. It is understood and agreed, however, that contractor will not be able to view the results through the DPS Clearinghouse. Contractor shall assume all expenses associated with District obtaining the necessary criminal history record information.

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: _____



Inspire, Equip, Empower

**TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES**

ATTACHMENT E, 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 _____

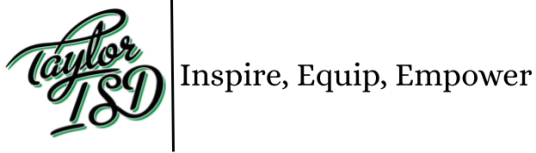
Printed Name _____

I certify that _____ is a Non-resident Bidder of
(Company Name)
Texas as defined in Texas Government Code 2252 and our principal place of business is:

_____ (City and State)

Signature _____

Printed Name _____



TAYLOR ISD

RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, 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., sub- awards 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: _____



Inspire, Equip, Empower

TAYLOR ISD

RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, FORM D: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

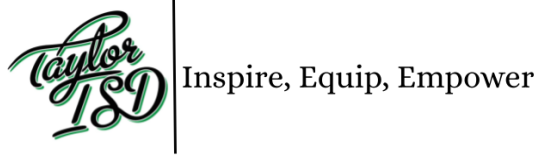
This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto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

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date Signed: _____



TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, FORM E: CONFLICT OF INTEREST QUESTIONNAIRE



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



Inspire, Equip, Empower

**TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES**

ATTACHMENT E, 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 the Proposal specifications.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ - _____ Fax Number: () _____ - _____ Email: _____

Signature _____ Date _____

Printed Name _____ Title _____

TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, 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 F” 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 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 use “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 _____



Inspire, Equip, Empower

TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT E, FORM H. COMPLIANCE WITH CH. 2271 and CH. 2252, TEX. GOV'T CODE

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.

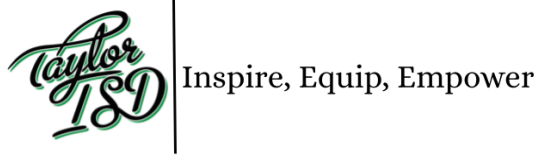
Compliance with Section 2252.151, et seq. of Tex. Govt. Code: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan, or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

NOTE: Contractor also agrees to comply with other applicable procurement-related laws dependent on the final value of the awarded contract.

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

Printed Name of Contractor_____

Contractor's Signature_____Date_____



**TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES**

ATTACHMENT E, FORM I: W-9



Inspire, Equip, Empower

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

TAYLOR ISD
RFQ 2122-01-PROGRAM MANAGEMENT SERVICES

ATTACHMENT F - SUBMISSION CHECKLIST

Use this checklist to ensure that all required documents have been included in the submission and that they are properly tabbed and appear in the correct order.

Document	Page Limit	Initial to indicate document is attached
Section A: Letter of Interest	1	
Section B: Table of Contents	2	
Section C: Executive Summary	3	
Section D: Respondent Introduction	2	
Section E: Proposed Team	10	
Section F: Respondent Project Experience	10	
Section G: Project Management Understanding and Approach	20	
Section H: Letters of Recommendation	10	
Section I: Questionnaire, Forms, Signature Pages, Checklists	See Attachment A-H limits below	
Attachment A - Qualifications Questionnaire	10	
Attachment B - Proof of Insurability (Letter and Copy of Current Certificate of Insurance)	Unlimited	
Attachment C - Signature Page (Declaration of Compliance)	Unlimited	
Attachment D -Deviations Form	Unlimited	
Attachment E - Standard Purchasing Forms	Unlimited	
Attachment F - Submission Checklist	1	