

TOMBALL INDEPENDENT SCHOOL DISTRICT

RFQ-IDIQ #992-25/31 Issued: June 16, 2025

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES CONSULTANTS ON AN INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) BASIS

Pursuant to the provisions of the Texas Government Code Chapter 2254, the Tomball Independent School District is soliciting Statement of Qualifications (SOQs) for qualified professional services consultants on an Indefinite Delivery, Indefinite Quantity (IDIQ) Basis. Only firms qualified and interested in being considered for “prime” contracts should submit qualifications under this RFQ. The projects may include planning, design and construction administration as well as support and testing consultants for new ground up buildings, renovation, repairs, or additions to existing facilities, and athletics infrastructure replacement or improvement projects for the 2025 Bond planned projects. The Owner may issue a request for qualifications for additional projects. This RFQ does not obligate the Owner to award future projects to firms selected through this RFQ.

All responses are due July 29, 2025 no later than 2:00p.m. Central Standard Time. All responses shall be provided in a sealed envelope/package with RFQ-IDIQ #992-25/31 clearly printed on the face of the package and delivered to:

**Attn: Zachery Boles, CFO
Tomball ISD
1110 Baker Dr.
Tomball, Texas 77375**

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered.

A copy of the RFQ may be obtained by visiting the Tomball ISD web site at, <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>

Questions concerning this RFQ shall be directed to the Owner in writing. Verbal questions and explanations are not permitted other than described by this section of notice, Owner's Contact Person to address questions too regarding this RFQ is:

**Attn: Robert Wilbanks, AIA
Program Manager
Email: rwilbanks@lan-inc.com
832.570.7078**

The selection of a consulting firm or firms will be based upon determining the most highly qualified firm, in accordance with Chapter 2254 of the Texas Government Code. Respondents must provide all information requested. Failure to comply with any portion of the solicitation will be reflected in the evaluation process.

TOMBALL INDEPENDENT SCHOOL DISTRICT
RFQ-IDIQ #992-25/31 Issued: June 16, 2025, REQUEST FOR
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I. INTRODUCTION

- A. The Tomball Independent School District (hereinafter known as Owner, or Owner's) is seeking submissions from qualified professional services consultants for renovation and new construction projects for the 2025 Bond Program.
- B. This is not an offer or promise of work. Selected Respondents will be placed in a pool of qualified consultants.
- C. Owner is seeking qualifications from professional services consultants with proven experience related to complex K-12 school facilities in the following **category (A-S)** sections:

Professional Services Consulting Categories A-S:

Tab A:	Surveying/Platting Services
Tab B:	Geotechnical Services
Tab C:	Environmental Services (Phase I and Phase II)
Tab D:	Construction Materials Testing
Tab E:	Traffic Engineering
Tab F:	Commissioning
Tab G:	Hazardous Materials Consulting
Tab H:	Air Quality Testing & Monitoring
Tab I:	Roofing Inspections
Tab J:	Architectural Services
Tab K:	Mechanical, Electrical and Plumbing Engineering
Tab L:	Structural Engineering
Tab M:	Civil Engineering
Tab N	Civil Engineering Athletic Synthetic Turf Design-As Prime Consultant
Tab O	Archeological Services
Tab P	Testing and Balancing
Tab Q	Technology Consulting
Tab R	Interior Design
Tab S	Landscape Architects

- D. The successful Respondents will be highly qualified professionals with experience in the type of work required by this RFQ. Respondents are required to be licensed Professional Services Consultants, with demonstrated experience serving as the Prime Consultant, and must have experience with all areas of K-12 school construction projects. The Respondents will be selected based upon qualifications only. Only after selection and assignment to a project will financial and other contract terms be negotiated.

- E. Award of the project(s) to Respondents becomes binding on the Owner only when confirmed by a fully executed Agreement and Service Order. This RFQ is not an offer to contract. The submission of a response to this RFQ is an offer by the Respondent to contract only. Acceptance of an SOQ and approval by the Board of Trustees ("Board") does not constitute a contract.
- F. Lockwood, Andrews & Newnam, Inc (LAN), will be the Owner's Representative, and will oversee and provide coordination for this Program. The Owner reserves the right to add, delete, and modify projects at any time, which may result in changes to staff and resources required.
- G. 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 Respondents 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, staffing levels, and fees, with the selected Respondent(s) within the pool who best suits the needs of the identified project(s). If agreement cannot be reached with the highest qualified Respondent within the pool who best suits the needs of the identified project(s) the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest qualified Respondent and so on until agreement is reached.

II. PROBABLE SCHEDULE OF EVENTS

	<u>Date</u>	<u>Time</u>	<u>Event</u>
A.	June 13, 2025 June 20, 2025 June 16, 2025	N/A N/A N/A	1st Advertisement Posted for this CSP. 2nd Advertisement Posted for this CSP. RFQ/IDIQ Posted on TISD Website
C.	July 17, 2025	2:00 P.M.	Pre-Proposal Conference 1110 Baker Drive Tomball, Texas 77375 Site Visit may follow this conference
D.	July 22, 2025	12:00 P.M.	Deadline for questions
E.	July 24, 2025	12:00 P.M.	Final Addendum Posted
F.	July 29, 2025	2:00 P.M.	Submission of Qualifications Due Attn: Mr. Zachery Boles, CFO 1110 Baker Drive Tomball, Texas 77375
G.	August 12, 2025	5:00 P.M.	Anticipated Consultant pools Determined by the Board of Trustees
H.	N/A	N/A	As projects are assigned – Contract Review

III. SUBMISSION FORMAT & CONTENT REQUIREMENTS

The evaluation of the Respondents will be conducted primarily through the Microsoft Excel file provided by each Respondent, for each category of professional service they wish to be considered. Therefore, the completeness and conformity with the requirements of the Microsoft Excel file is critical. The request for printed copies will serve as a record of the information provided to the Owner in the case of a discrepancy with the Microsoft Excel file and will allow the Respondent to share additional information about the firm for use by the Owner in deliberating the assignment of projects. The Microsoft Excel File, Attachment is posted with this RFQ.

- A. The contents of the respondent Qualifications must be complete in description, concise in volume, and austere in form.
- B. 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 or stapled.
- C. For all Proposers – Must Identify and describe **10** projects of directly relevant experience, per professional services consulting category (A-S), that your firm wishes or intends to submit professional services consulting qualifications.
- D. One (1) original and four (4) copies of the Complete SOQ are required.
- E. One (1) electronic format copy (flash drive) containing:
 - a) Digital version of the printed submission document. The electronic format copy must be created using tools that are compatible with the Microsoft Office standard desktop tools or Adobe Acrobat Reader, without the need for conversion.
 - b) One (1) electronic response file in Microsoft Excel format for each professional service submission category. If submitting for multiple professional service categories, provide a separate file copy of each category on the single flash drive. Files shall be named by discipline being presented for consideration.
- F. 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.

IV. DEFINITIONS

- A. Respondent: Professional Services Consultants qualified and interested in being considered for a "prime" contract.
- B. Program Manager: The entity contracted by the Owner to provide direct oversight of the contractor. Lockwood, Andrews & Newnam, Inc. - LAN

- C. RFQ: Request for Qualifications
- D. SOQ: Statements of Qualifications.
- E. Professional Services: Refer to Section [1.C.](#) for a list of services to be contracted.
- F. Owner: Tomball Independent School District

V. TERM OF CONTRACT

- A. A contract if awarded in response to this RFQ will be for the entirety of the duration of the project(s) assigned.
- B. The following are Consultant Insurance requirements for this RFQ. The contract awarded may include lesser or additional insurance requirements as determined in the evaluation of the nature of the work to be performed by the Respondent:

<u>Commercial General Liability:</u>	(Additionally Insured & Waiver of Subrogation in favor of Owner)
Each Occurrence	\$ 1,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00 per person
General Aggregate (Policy and Project)	\$ 2,000,000.00
<u>Automobile Liability:</u>	(Additionally Insured & Waiver of Subrogation in favor of Owner)
Any Owned, Hired or Non-Owned Auto	\$ 1,000,000.00
<u>Umbrella Liability & Excess Liability:</u>	(Additionally Insured & Waiver of Subrogation in favor of Owner)
Each Occurrence	\$ 5,000,000.00
<u>Workers Compensation and Employers' Liability:</u>	
Any Proprietor/Partner/Executive Officer	Statutory Limits

VI. SUBMISSION REQUIREMENTS

Each SOQ shall be organized in the following order:

- A. **Outside cover** and/or first page: This page/cover shall contain the name of the SOQ ("Statement of Qualifications for Professional Services Consultants for Indefinite Delivery, Indefinite Quantity (IDIQ) Basis"), the name of the Respondent, and the submittal date.
- B. **Table of Contents:** The next page shall be a Table of Contents. Provide a table indicating all the Professional Services Consulting Categories listed in the RFQ and an indication if the Respondent is or is not submitting for each service category.

C. **Section 1 Divider** (letter)

1. Transmittal Letter: Following the divider shall be a letter transmitting the SOQ to:

Mr. Zachery Boles, CFO
Tomball Independent School District
1110 Baker Dr.
Tomball, Texas 77375

Requirements:

The Transmittal letter

- a. shall be a maximum of 2 pages.
- b. may highlight the key aspects of the qualifications of the team to provide professional services to Owner for projects in the Capital Program
- c. shall state that the submittal is valid for four years.
- d. shall confirm that the Respondent agrees to maintain a physical Houston office during the term of the engagement.
- e. acknowledge receipt of addenda by number and date issued.
- f. shall include the original signature of a partner, principal, or officer of the Respondent (this original shall be submitted in the set labeled "ORIGINAL").

D. **Section 2 Divider** (Firm Profile and Relevant Experience (K-12 school projects))

Section 2A through 2S: For each category where the respondent is proposing to provide professional services under categories A-S, provide:

1. Data File (File Titled Attachment A). Use Attachment A, which is a Microsoft Excel file, to complete this section. In addition to supplying the completed Excel file, provide printed pages from the Excel file on the submitted flash drive to complete this section.
 - a. Firm Profile
 - b. Principals
 - c. Staff Project Managers
 - d. Project Information by Project Category
Respondents are required to indicate one or more of the categories of professional services listed for which to submit firm project information. The Respondent shall select ten (10) of the firm's projects to highlight in detail as representing the firm's project experience with similar projects. All the projects must be complete (through Substantial Completion, final report, delivered survey, etc.). **Do NOT submit projects in design or under construction.** Projects must be K-12 school projects. The work described must have been completed within the past sixty (60) months.
2. Resumes: For each Professional Services Consulting Category, provide resumes of the firm's principal staff members who are available for assignment to this project, indicating certifications, licenses and relevant project experience. Clearly describe each proposed team members relevant K-12 school experience.

E. Section 3 Divider (Firm Brochure or Marketing)

1. May provide a firm brochure to include other information you deem appropriate.

F. Section 4 Divider (Exhibits A through P)

1. EXHIBIT A - FELONY CONVICTION NOTIFICATION
2. EXHIBIT B - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT
3. EXHIBIT C - PROOF OF INSURABILITY
4. EXHIBIT D - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE
5. EXHIBIT E - DEVIATION AND EXCEPTIONS FORM
6. EXHIBIT F - CERTIFICATE OF RESIDENCY
7. EXHIBIT G - VENDOR STATEMENT OF DEBARMENT/SUSPENSION
8. EXHIBIT H - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
9. EXHIBIT I - FORM 1295-CERTIFICATE OF INTERESTED PARTIES
10. EXHIBIT J - CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL
11. EXHIBIT K - CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES
12. EXHIBIT L - CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
13. EXHIBIT M - CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE
14. EXHIBIT N - ANTITRUST CERTIFICATIONS STATEMENT (TEX. GOVERNMENT CODE § 2155.005)
15. EXHIBIT O - CONFLICT OF INTEREST DISCLOSURE STATEMENT
16. EXHIBIT P - CRIMINAL HISTORY CERTIFICATION

- G. Section 5 Divider** (Financial Information) Provide a statement of the Respondent's financial stability and ability to fulfill the obligations of the contract(s) that may be awarded. Provide a hard copy of audited financial statement for the past three (3) years and a copy saved to the Flash Drive. Respondent may place the financial statements in a separate envelope labeled Financials, Confidential, if preferred. Provide a description of all pending litigation instituted by or against the Respondent. If your firm is unable to provide audited financial statements, please provide a letter stating why your firm cannot provide and submit any available financial information. If submitted in separate envelope, provide a single page in its place stating Financials provided separately. All must be submitted at the same time as the total submission is due.

VII. AMENDMENTS TO THE RFQ

- A.** Changes, amendments, or written responses to questions received regarding this RFQ will be posted on the Owner's website, provided on Page 1 of this RFQ. It is the 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. The respondent is NOT required to utilize E-Bid or Bonfire which may be listed on the district website.

VIII. RESTRICTIONS ON COMMUNICATION

- A. The Respondent's, or any agent or representative of Respondent's 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 to the Program Manager 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 Respondent's.
- B. 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.
- C. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

IX. EVALUATION

- A. 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.
- B. Each submission will be analyzed to determine overall responsiveness, and qualifications under the RFQ. The Owner anticipates selecting a "short list" from the statement of qualifications. However, the selection committee may select all, some or none of the Respondent's for interviews. If the Owner elects to conduct interviews, Respondent's may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The owner may conduct facility visits at any time prior to final approval of a selected respondent. The Owner may also request additional information from Respondent's 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 Respondent's to provide services. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.
- C. The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of Respondent's including inspection of Respondent's' facilities and contacting their previous clients.
- D. The Owner will utilize the following criteria in the evaluation of responses:

Evaluation Category, Reference Section and Criteria	Points
1. Firm and Staff Longevity	20
Respondent and team members demonstrate number of years in business providing professional services, overall size as evidence of stable operations and qualifications to provide professional services.	
Attachment A, Section I, <u>Firm Profile</u> : Number of years in business	2
Attachment A, Section I, <u>Firm Profile</u> : Total number of employees	2
Attachment A, Section I, <u>Firm Profile</u> : Total number of employees in Houston Area Office	2
Attachment A, Section I, <u>Firm Profile</u> : Total number of licensed professionals on staff (architects and/or engineers, total)	3
Attachment A, Section I, <u>Principal</u> : Number of years in profession	3
Attachment A, Section I, <u>Principal</u> : Number of years with current firm	3
Attachment A, Section I, <u>Staff Project Manager</u> : Number of years in profession	2
Attachment A, Section I, <u>Staff Project Manager</u> : Number of years' experience with current firm	3

2. School District Experience	25
Respondent and team members demonstrate experience working with School Districts.	
Attachment A, Section I, <u>Firm Profile</u> : Number of years experience in K-12 school projects	6
Attachment A, Section I, <u>Firm Profile</u> : Number of K-12 school projects in the last 60-months	7
Attachment A, Section I, <u>Principal</u> : Number of K-12 school projects in the last 60-months	5
Attachment A, Section I, <u>Staff Project Manager</u> : Number of K-12 school projects in the last 60-months	7

3. Similar Projects	25
Team demonstrates similar project experience to the work planned by Owner in a qualified manner and thereby the capability to better serve the Owner's projects	
Attachment A, Section I, <u>Project Experience</u> [1-10]: Projects located in Harris and contiguous Counties.	4
Attachment A, Section I, <u>Firm Profile</u> : Firm has recent (within 5-years) high proportion of project experience in Harris and contiguous Counties	1
Attachment A, Section I, <u>Project Experience</u> : [1-10]: Firm has completed projects as part of an IDIQ.	5
Attachment A, Section I, <u>Firm Profile</u> : Number of repeat projects with same client.	3
Attachment A, Section I, <u>Project Experience</u> : [1-10]: Change Orders	4
Attachment A, Section I, <u>Project Experience</u> : [1-10]: Claims	4
Attachment A, Section I, <u>Project Experience</u> : [1-10]: RFIs	4

4. References	20
Respondent, through reference checks, demonstrates respect from past and / or current clients through positive feedback regarding communication, schedule management, cost control, quality and leadership thereby demonstrating high performance.	
Attachment A, Section II, <u>Project Number [1-10]</u> Respondent's references and stated project contacts will be sent a request to participate in a survey of your company. The weighted average overall score for your company will be used to allocate a pro-rated share of the total available points in this category. If 4 or fewer responses are received, your company will earn fractional points for this category. You are responsible for accuracy of email address. A formula will be used as follows: ("Reference Factor" * points available in the category). "Reference Factor" is determined as follows: If 4 or fewer responses = ((Your Firm Average Score - Min of all Firms) / (Max of all Firms - Min of all Firms)) * (number of responses * 20%) OR If 5 or more responses = (Your Firm Average Score - Min of all Firms) / (Max of all Firms - Min of all Firms). A minimum value not less than 20% of the available points will be awarded as a floor value.	20

5. Firm Financial Stability	5
Respondent demonstrates stability through sound financial information, no findings of negligence, work on hand to staff ratio and other criteria.	
Attachment A, Section I, <u>Firm Profile</u> : Does the company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel?	0.5
Attachment A, Section I, <u>Firm Profile</u> : Has the company or any of its principals been debarred or suspended from contracting with any public entity?	0.5
Attachment A, Section I, <u>Firm Profile</u> : Has the company or any of its principals ever had a bond or surety canceled or forfeited?	0.5
Attachment A, Section I, <u>Firm Profile</u> : Has the company or any of its principals ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?	1
Attachment A, Section I, <u>Firm Profile</u> : Is your company currently in default on any loan contract or financing agreement with any bank, financial institution, or other entity?	1
Attachment A, Section I, <u>Firm Profile</u> : Has your company been held liable for negligence?	1
Attachment A, Section I, <u>Firm Profile</u> : Total months of backlog with current staff size?	0.5

6. Past Experience	5
Respondent demonstrates experience working in the District and surrounding districts and can thereby better serve Owner's projects	
Attachment A, Section I, <u>Firm Profile</u> : Past projects with the District in the last 60-months.	3
Attachment A, Section I, <u>Firm Profile</u> : Past projects with adjacent district of Owner in the last 60-months.	2

E. The firms determined to be the most highly qualified, based on the evaluation criteria, will be placed in a pool. From the qualified pool, project assignments will be made on a project-by-project basis after determination by the Owner of the nature of the work and the suitability of the pool members to perform the project.

F. Owner reserves the right to reject any or all submittals, to negotiate changes in the scope of the work or services to be provided, to withhold the award for any reason it may determine, at its sole discretion, and to waive or decline to waive any technicalities or irregularities in any SOQ. SOQs shall not include any information regarding Respondents fees,

pricing or other compensation and no such information will be considered by the Owner.

G. By submitting its SOQ in response to this RFQ, Respondent accepts the evaluation process and accepts that determinations of the most highly qualified firm(s) will require the discretionary judgements of the Owner.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS.

A. The form of contract will be provided to the respondent at the time of notification of project assignment. A draft is provided in this RFQ for reference. See [Exhibit Q](#).

B. The Contract, if awarded, will be awarded to the Respondent(s) whose submission is deemed most advantageous to the Owner.

C. 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. However, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.

D. 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.

E. This RFQ does not commit the Owner to enter into a Contract, award any services related to this RFQ, nor does it obligate the Owner to pay any costs incurred in preparation or submission of a submission or in anticipation of a contract.

F. 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 the 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.

G. Access and Audit Rights. Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent'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 respondent shall preserve all such records for a period of five (5) years, or for such 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.

H. Criminal Background Checks. Respondent agrees to provide assurance that all employees who have contact with students have passed a criminal history background check current within the last year.

XI. FREQUENTLY ASKED QUESTIONS (FAQ)

- A. [Question] Are the projects we use in our response required to be complete? [Response] Unless specifically noted elsewhere in the RFQ, the projects submitted by the firm must be

completed and must not be in design or under construction. This means that the project must have reached Substantial Completion, or for projects that are for professional services where construction is not the outcome of the work product, the work product deliverable has been furnished (I.e., report, assessment findings, study, survey instrument). A summary of completion status is shown below:

Tab	Professional Service	Completion Status
Tab A:	Surveying/Platting Services	Deliverable furnished
Tab B:	Geotechnical Services	Deliverable furnished
Tab C:	Environmental Services (Phase I and Phase II)	Deliverable furnished
Tab D:	Construction Materials Testing	Substantial Completion
Tab E:	Traffic Engineering	Deliverable furnished
Tab F:	Commissioning	Substantial Completion
Tab G:	Hazardous Materials Consulting	Deliverable furnished
Tab H:	Air Quality Testing & Monitoring	Deliverable furnished
Tab I:	Roofing Inspections	Deliverable furnished
Tab J:	Architectural Services	Substantial Completion
Tab K:	Mechanical, Electrical and Plumbing Engineering	Substantial Completion
Tab L:	Structural Engineering	Substantial Completion
Tab M:	Civil Engineering	Substantial Completion
Tab N:	Civil Engineering Athletic Synthetic Turf Design	Substantial Completion
Tab O:	Archeological Services	Deliverable furnished
Tab P:	Testing and Balancing	Deliverable furnished
Tab Q:	Technology Services	Substantial Completion
Tab R:	Interior Design	Substantial Completion
Tab S:	Landscape Architect	Substantial Completion

[Question] Are the insurance requirements stated in the RFQ mandatory minimum requirements?

[Response] The contract awarded may include lesser or additional insurance requirements as determined in the evaluation of the nature of the work to be performed by the Respondent. It is the intent of the requirements stated in the RFQ to ensure that respondents will be able to meet the thresholds defined, should a contract be presented requiring the stated coverage types and amounts. Respondents must provide evidence of the ability to obtain the insurance required in section [V.B](#) and the attached sample contract. (If not provided at the time of posting, it will be provided by addendum prior to the due date.) The RFQ allows deviations and exceptions to be noted only in [EXHIBIT E](#). But submission of a deviation or exception does NOT imply they will be accepted. At the Owner's sole discretion, deviations or exceptions MAY be considered individually based on their own merit. Do NOT assume they will be accepted as a condition of Respondents submission.

B. [Question] What purpose does the Excel file serve since printed copies are also being requested? [Response] The Excel data file will be used during the evaluation process to

extract your responses and produce a comparative evaluation inside of Excel of your responses versus other Respondents in your category. The printed version of your Microsoft Excel copies requested will memorialize your responses in printed form. Therefore, accurate and compliant input into the Microsoft Excel file is essential to a complete and responsive submission. Do not modify the excel file or duplicate it for aesthetic reasons in your response as this is unnecessary for evaluation purposes.

- C. [Question] Will the Owner place firms into a pool of qualified consultants, and subsequently assign multiple engineering projects to firms, with each subsequent project executed through a separate contract. [Response:] The intent is for the District to place firms that are determined as qualified into a pool for potential work. In the first occasion that the District chooses to use a firm, a Master Agreement will be negotiated and executed with the firm. Following the Master Agreement execution, a Service Order will be issued for the project. Any subsequent projects will be authorized through the issuance of a new Service Order referencing the Master Agreement.
- D. [Question:] For all contracts executed after January 1, 2018, the Texas Ethics Commission now requires the contracting business to file form 1295 electronically. The contracting firm must include the actual contract number when generating its online form, and the contracting agency must acknowledge the form online within 30 days. Additionally, the state now requires an unsworn declaration instead of a notarized form. More details are here: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. Can you please confirm whether the Owner will only need online form 1295s from firms after selection, or if you would prefer an unsworn "Form CIQ" from all firms with our submittal of qualifications? [Response:] Complete the unsworn declaration form online and submit a copy with your statement of qualifications. Use the RFQ number in place of Contract ID Number.
- E. [Question:] Is it necessary to acknowledge receipt of each addendum in our response in some way? [Response:] Yes, you must acknowledge receipt of each Addenda in the Transmittal Letter. It is the Respondent's responsibility to check the website for new Addenda, download and incorporate any updates into the response form according to the Addenda which provides a submission modification. Refer to [VI.C.](#)
- F. [Question:] Are Respondents allowed to adjust the width of the columns in Attachment A? Response:] Yes but refer to question XI.B of this FAQ list for information regarding how the Excel file will be used.
- G. [Question] If a firm is interested in responding to multiple categories of professional services, should separate books be submitted for each service category? [Response] No. Each respondent will provide a single bound Statement of Qualifications submission. The submission will contain all professional services as described in the RFQ. You will use tabs as described in section D to separate the services that you are providing.
- H. [Question] If we are responding to more than one professional service, what should be provided regarding the Excel file? [Response] On one single thumb drive, include 1.) your complete response as a .pdf, 2.) unique Excel file for **EACH** professional service.
- I. [Question] Are teams or sub-consultants allowed under the RFQ? [Response] Do not include teams or sub-consultants. This RFQ will evaluate the qualifications of each respondent as a prime contract provider for the professional service category against other respondents in the same professional services category. No teams or sub-consultants will be considered.
- J. [Question] Certain cells are locked. Is the Excel file corrupt? [Response:] The file is not

corrupt. The file is restricted to allow entry of information only of the type and format that can be used to process the responses. Additionally, certain computer settings will affect the use and appearance of the file. Use another computer or adjusting the settings of the computer.

- K. [Question] Is it acceptable to print the Excel file pages as 11X17? [Response] Yes, but refer to question XI.B of this FAQ list for information regarding how the Excel file will be used.
- L. [Question] Is there a page limit to this RFQ? [Response] No, except that the transmittal letter is limited to two pages.
- M. [Question] Are there any HUB, DBE, MWB representation requirements that we will need to comply with? [Response] No.
- N. [Question] May a Respondent submit non-K-12 work? [Response] Yes, but the scoring criteria are established to assess the performance in K-12 markets. Any submission that does not use K-12 work history will, by default, not be able to earn points in several categories and therefore be scored poorly. Submittal of non K-12 work is therefore highly discouraged.

XIII. EXHIBIT A - FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school Owner must give advance notice to the Owner 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 Owner may terminate a contract with a person or business entity if the Owner 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 Owner must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a Publicly-held Corporation.

I, the undersigned agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name_____

Authorized Company Official’s Name (Printed)_____

— My company is a publicly held corporation; therefore, this reporting requirement is not applicable: Signature of Company Official

— b. My company is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official

— c. My company 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_____

XIV. EXHIBIT B - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this submission in collusion with any other proposer, and that the contents of this submission as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this submission.

Vendor: _____

Address: _____

Phone: _____

Fax: _____

Respondent (Signature): _____

Respondent (Print Name): _____

Position with Company: _____

Signature of Company Official _____

Authorizing Submission: _____

Company Official (Print Name): _____

Official Position: _____

XV. EXHIBIT C – PROOF OF INSURABILITY

Furnish proof of insurability meeting the requirements set forth in the RFQ. Proof may be in the form of an ACORD certificate or letter from the insurance company.

XVI. EXHIBIT D - 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: _____

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.§ 218, 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 recipients 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 person=s 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.

XVII. EXHIBIT E - DEVIATION AND EXCEPTIONS FORM

All respondents are expected to fully comply with all Terms and Conditions of this RFQ. Any proposed deviations or exceptions to the Terms and Conditions of this RFQ MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFQ.

Any exceptions should be noted along with suggested wording for each exception. Owner will consider any such exceptions in its evaluation of the Proposer's proposal but is not obligated to accept any such exceptions or proposed modifications. It is the intent of the Owner to not modify the posted draft agreement and related documents. If the Proposer and Owner are unable to resolve any exceptions to the mutual satisfaction of both parties, Owner reserves the right to reject the Proposer's proposal and award the Contract to another Proposer. If a project is awarded to a Proposer and the Proposer requests changes to the Contract Documents, the Owner reserves the right to cancel the award and re-award the Project to an alternate Proposer. Requests to modify the terms of the Contract Documents during the pendency of this RFQ will be denied.

The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if any, if accepted by the Owner. Additional pages may be added if needed. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT BE QUALIFIED OR CONDITIONED IN ANY WAY ON ACCEPTANCE OF THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

DEVIATION:

Respondent Organization Name _____
Authorized Signature _____

XVIII. EXHIBIT F – CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Tomball Independent School District to determine the residency of its bidders. In part, this law reads follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

“A governmental entity may not award a government contract to a non-resident bidder unless the non- resident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.”

I certify that _____
(Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

_____Resident Bidder _____Non-resident Bidder My or

our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____in the state of _____

Signature of authorized Company Representative

Print Name

Title

____/____/____

Date

XIX. EXHIBIT G - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

I have read the conditions and specifications provided in the Request for Qualifications document attached. I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business by the federal government or the State of Texas.

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.

Pursuant to applicable law, the contractor certifies that during the term of an award for all contracts by the Owner resulting from this procurement process, the contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to the Owner if at any time the contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Owner may rely upon a certification of a contractor that the contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Owner knows the certification is erroneous.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepared By: _____

Company Official's Name: _____
Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XX. EXHIBIT H – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Complete and submit Internal Revenue Service for “W-9”

XIII. EXHIBIT I –FORM 1295-CERTIFICATE OF INTERESTED PARTIES

Complete and submit Texas Ethics Commission Form 1295 at the Texas Ethics Commission web site at <https://ethics.state.tx.us/forms/1295.pdf>.

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application and attached to proposal)

Owner is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of Owner that (1) requires an action or vote by the Owner Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov’t Code Chapter 305. Section 2252.908 prohibits Owner from entering into a contract resulting from this RFQ with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Owner at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom Owner contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at

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

- **All vendors must complete Form 1295, even if no interested parties exist**
- In Section 2, insert **“Tomball Independent School District”**
- In Section 3, insert the **“RFQ #992-25/31** for this proposal

- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)

- (3) have an authorized agent of the business entity **sign the form**

- (4) **submit** the completed Form 1295 by **attaching the form to your proposal.**

OWNER must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by OWNER. After OWNER acknowledges the

Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from OWNER.

**XIV. EXHIBIT J – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND
BOYCOTT OF ISRAEL**

Respondent hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov’t Code §§ 2252.151-.154)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the “Vendor Companies”), boycotts Israel, and the Contractor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official’s Name: _____

Printed

Company Official’s Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

XV.EXHIBIT K – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

EXHIBIT L – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Owner has determined that Vendor is not a sole-source provider or Owner has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

EXHIBIT M – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Owner is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Owner for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

If Respondent is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov’t Code § 552.374(b), the following statement is included in the RFQ and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFQ and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Respondent hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement; (2) promptly provide to the Owner any contracting information related to the Agreement that is in the custody or possession of the Respondent on request of the Owner; and (3) on completion of the Agreement, either (a) provide at no cost to the Owner all contracting information related to the Agreement that is in the custody or possession of Respondent, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepared By: _____

Company Official’s Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

EXHIBIT N – ANTITRUST CERTIFICATIONS STATEMENT (TEX. GOVERNMENT CODE § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepared By: _____

Company Official's Name: _____

Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

EXHIBIT O – CONFLICT OF INTEREST DISCLOSURE STATEMENT

The Owner is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with the Owner or who seeks to do business with the Owner must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of the Owner or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of the Owner, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of the Owner.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

Owner Board of Trustees include:

Name 1, Name 2, Name 3, Name 4, Name 5, Name 6, Name 7

Owner Superintendent [President]: Name 1

Current local government officers include, but are not limited to:

Name 1, Name 2, Name 3, Name 4, Name 5, Name 6, Name 7

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT P – CRIMINAL HISTORY CERTIFICATION

Definitions:

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

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“Supplier”), I certify that
(check one):

☐ None of respondent’s employees are covered employees, as defined above. If this is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier’s employees will not become covered employees. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of respondent’s employees are covered employees. If this is checked, I further certify that:

1. Respondent has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Respondent receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Respondent will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the Owner objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, respondent agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Name of Company/Firm: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Prepare By: _____

Company Official's Name: _____
Printed

Company Official's Authorized Signature: _____

TITLE _____

TELEPHONE NUMBER _____ DATE _____

EXHIBIT Q – AGREEMENT DOCUMENTS

(To be issued by Addendum)

AIA B121-2018 Standard Form of Master Agreement Between Owner and Architect with modifications. (Use of the word Architect shall be equally considered to represent Consultant.)

AIA B221-2018 Service Order for use with Master Agreement Between Owner and Architect with modifications. (Use of the word Architect shall be equally considered to represent Consultant.)