

# REQUEST FOR QUALIFICATIONS

FOR

## **Commissioning Services**

Solicitation No. RFQ 01032024-01

Issued By:

Hays County ESD #8

**Closing Date:**

**2:00PM**

**January 25, 2024**

Hays County ESD 8 is accepting sealed qualifications to provide **Commissioning Services** in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

ADDENDA TO RFQ. Hays County ESD 8 reserves the right to revise and amend the specifications prior to the date set for the receipt of responses. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFQ in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFQ. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

For Further Information Contact:

AG/CM

Attn: Jermaine Wilson

PH: (512) 568-1033

Email: [jwilson@agcm.com](mailto:jwilson@agcm.com)

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## SECTION 1 - INSTRUCTIONS

1. **PROPOSAL SUBMISSION:** To be considered, the Qualifications must be prepared in the manner and detail specified in this request.
  - a. Responses should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
  - b. Submission should be in electronic format, via email, and should be on standard 8 ½” by 11” print format. It should be in PDF format.
  - c. **PRE-SUBMISSION MEETING:** Not Applicable.
  - d. **PROPOSAL GUARANTEE:** Not Applicable.
  - e. Bids/Proposals will be received until **January 25, 2024, 2:00 PM**, local time. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
  - f. All costs incurred in the preparation and submission of the RFQ response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor
  - g. Any Submissions in response to this Request for Qualifications will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another RFQ has been accepted.
  - h. Submission of a Response shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on the Exceptions form Attachment C. If no changes are indicated, Hays County ESD 8 shall expect to receive the service(s) exactly as specified.
  - i. A Vendor's signature on the response to this RFQ and Hays County ESD 8 acceptance of that Proposal should constitute an adequate set of terms and conditions for the performance of the required services. However, if a vendor expects Hays County ESD 8 to sign a separate service agreement, a copy of that document must be provided along with RFQ response for evaluation.
  - j. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.
  - k. Hays County ESD 8 reserves the right to select any offer it deems the best value, regardless of price.
2. **RFQ CLARIFICATION:** Questions regarding this RFQ should be submitted to Jermaine Wilson via email to [jwtilson@agcm.com](mailto:jwtilson@agcm.com). Answers citing the ques Hays County ESD 8tion will be sent to all interested parties in the form of an addendum. Oral answers provided by or its agents shall not be binding. No modification or amendment to this Request for Qualifications shall be valid unless it is set forth in writing -- via a signed addendum or amendment from Hays County ESD 8.
3. **Proposer Responsibility:** We expect you to be thoroughly familiar with all specifications and requirements of this RFQ. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Vendor, from any obligation regarding this RFQ. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFQ. Any exception must be clearly defined and referenced to the

proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

4. **COMPLETENESS:** Proposal shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
5. **FALSE or MISLEADING STATEMENTS:** Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of Hays County ESD 8, such information was intended to mislead Hays County ESD 8 in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFQ, the Proposal shall be rejected.
6. **PROPOSAL SIGNATURE:** The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by Hays County ESD 8. An unsigned Proposal shall be rejected.
7. **AWARD:** Hays County ESD 8 will award to the vendor who presents the greatest value to Hays County ESD 8 from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Hays County ESD 8 to be in the best interest of Hays County ESD 8. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **EVALUATION CRITERIA**.
8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the RFQ (as it may be supplemented).
  - 3) the provisions of the Vendors Response (as it may be clarified);
9. **CONTRACT PERIOD:** Hays County ESD 8 intends to award a contract for the duration of this project only.

## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

**A. OVERVIEW:** Hays County ESD 8 is soliciting proposals from qualified Commissioning Authority/firms interested in providing commercial Commissioning Services in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

These services are required for a new Fire Station located at 209 Jack C. Hays Trail, Buda, TX. The Commissioning Authority will report to the Owner's Representative.

### GOALS:

1. The goals of the commissioning process to be completed by the Commissioning Agent include, but are not limited to:
  - a. Provide an unbiased, objective verification that the design of the HVAC systems and controls are complete.
  - b. Provide an unbiased, objective verification that the design of the HVAC systems and controls are installed/constructed as per the contract documents.
  - c. Ensure that the equipment and system(s) operate as described in the contract documents.
  - d. Provide assurance to Hays County ESD 8 that the completed HVAC system(s) and controls are performing efficiently and reliably.
  - e. Verify contract conformance of HVAC equipment, systems and controls.
  - f. Verify that HVAC equipment, systems and controls, Operations and Maintenance (O&M) manuals and associated documentation is complete and detailed per the contract requirements.
  - g. Verify that Hays County ESD 8 Facility and Maintenance Department personnel are adequately trained per contract documents.
  - h. Certify that new construction if completed in accordance to the 2015 Energy Code or current code required by the Authority Having Jurisdiction

**C. SCOPE OF WORK:**

Hays County ESD 8 is committed to commissioning facilities to ensure that all systems are environmentally responsible, energy efficient, complete, and functioning properly upon completion. Commissioning shall consist of functional testing the following equipment or systems:

**1. Design Phase: (N/A)**

**2. Construction Phase:**

- a. Review Contractor' submittals.
- b. Monthly site commissioning meeting, field walk through and reports
- c. Functional Performance Testing
- d. Integrated System Testing
- e. Acceptance Tests.
- f. Commissioning Reports

**Systems to be Commissioned:**

- a. Power Ventilators
- b. VAV Boxes
- c. Fire and smoke dampers
- d. Smoke Evacuation, Smoke Purge systems
- e. Integrated Functions of EMS Systems, sequences of operations. Verify related safeties, alarms and interfaces.
- f. Emergency generator, ATS and emergency power system
- g. Integrated Functions of interfaces between fire alarm, EMS, security systems and light controls if applicable.
- h. Review Test and Balance Reports
- i. Plumbing underground sanitary sew systems including vent pipes.
- j. Verify storm rain over flow drain leaders are independent with other storm drain piping and sanitary sew vent piping
- k. Roofing system leak test
- l. Window glass and glazing system leak test.

**D. MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with Hays County ESD 8) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- 1. The Proposer must have a minimum of three (3) years' experience providing commercial HVAC Commissioning services.

**E. PREFERRED QUALIFICATIONS:** The Proposer may be evaluated higher if they meet the following qualifications:

It is desired that the person designated as the site Commissioning Authority satisfy as many of the following requirements as possible:

- 1. Have acted as the principal Commissioning Authority for at least three projects over 20,000 sf.

2. Have extensive experience in the operation and troubleshooting of HVAC systems, energy management control systems and lighting controls systems. Extensive field experience is required. A minimum of three (3) full years in this type of work is required.
3. Knowledgeable in building operation and maintenance and O&M training.
4. Knowledgeable in test and balance of both air and water systems.
5. Experienced in energy-efficient equipment design and control strategy optimization.
6. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
7. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade Vendors.
8. Experienced in writing commissioning specifications.
9. A bachelor's degree in Mechanical Engineering is strongly preferred and P.E. certification is desired, however, other technical training and past commissioning and field experience will be considered.
10. The majority of the required expertise for this project must be part of the skill and experience set of the prime firm making the proposal. A member of that firm will be the designated Commissioning Authority. The Commissioning Authority must be fully qualified to commission most of the above listed systems. If the Commissioning Authority or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. That party's qualifications shall be included and clearly designated in the response to this RFQ.
11. The Commissioning Authority will be an independent Contractor and not an employee or subcontractor of the General Contractor or any other subcontractor on this project, including the A/E.

**END OF SECTION**

## SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

### 1. EVALUATION: The following will be considered in making the selection:

The Proposals will be evaluated at the sole and absolute discretion of Hays County ESD 8 and its designees. Hays County ESD 8 shall consider the following criteria.

- Experience and Qualifications
- Proposed Plan
- Cost Proposal

- a. Each response submitted in response to this RFQ shall focus on the above criteria. The Evaluation shall also consider those factors listed in TEC 44.031 (b) listed elsewhere in this solicitation. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with Hays County ESD 8 or to an incumbent thereof. Hays County ESD 8 reserves the right to make additional inquiries and may request the submission of additional information.

### 2. GENERAL SUBMITTAL REQUIREMENTS:

- a. PROPOSAL FORMAT: Each Proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- b. PROPOSAL CONTENT: The Proposer must include the following items, or the Proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):
- 1) All forms contained or listed in Section 5 in this RFQ, fully completed:
  - 2) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

### 3. SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

- a. Experience and Qualifications
- b. Proposed Plan
- c. Cost Proposal

### 4. EXCEPTIONS: Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's Proposal, Hays County ESD 8 will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the General Terms and Conditions may be rejected as nonresponsive.

### 5. SHORTLISTING: Hays County ESD 8 may shortlist the Proposers based upon responses to the above items. If necessary, Hays County ESD 8 will conduct interviews/demonstrations. Hays County ESD 8 will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluators and to clarify their Proposals through exhibition and discussion. Hays County ESD 8 will not reimburse oral presentation costs of any Proposer.

**END OF SECTION**

## SECTION 4 - GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** Hays County ESD 8 standard terms will be Net 30 days; however, Proposers may offer a prompt payment discount in their original Proposal response such as 2% / 10 days - Net 30. Payment will be made, in arrears, in accordance with Texas Prompt Payment Act, Texas Gov't Code 2251.
2. **EVALUATION OF PROPOSALS:** Proposal evaluation will be done based on the information provided by the Offeror. It is very important that the Offeror provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected.
3. **EVALUATION CRITERIA:** The Proposals will be evaluated at the sole and absolute discretion of the HAYS COUNTY EDS No. 8 and its designees. Hays County ESD 8 shall consider the following criteria.
  - (1) the purchase price;
  - (2) the reputation of the vendor and of the vendor's goods or services;
  - (3) the quality of the vendor's goods or services;
  - (4) the extent to which the goods or services meet Hays County ESD 8's needs;
  - (5) the total long-term cost to Hays County ESD 8 to acquire the vendor's goods or services; [and]
  - (6) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    - (a) has its principal place of business in this state; or
    - (b) employs at least 500 persons in this state; and
  - (7) any other relevant factor specifically listed in the request for bids or proposals.
4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Proposal received.
5. **PROPOSAL RESPONSE:** Unless otherwise specified, Offerors are required to submit an executed original of the Proposal. Proposal response must contain:
  - a. Signed; Proposal Form
  - b. Proposal Pricing
  - c. Vendor Questionnaire and References
  - d. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. Please complete and return Conflict of Interest Questionnaire Form CIQ. See [http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm) for information.
  - e. Any additional documents required by the Solicitation.
6. **THOSE WHO DO NOT PROPOSE** are requested to notify the Hays County ESD 8 Purchasing Department in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our prospective Bidders list.
7. **DISCLOSURES:** By signing this Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.
8. **FUNDING OUT CLAUSE. MULTI-YEAR ACQUISITION:** Any contract for the acquisition, including lease, of real or personal property is a commitment of Hays County ESD 8's current revenue only:
  - a. Hays County ESD 8 retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.



- b. It is Hays County ESD 8s intent to execute a contract for the longest period providing the lowest total cost to Hays County ESD 8. Any resultant contract is conditioned on a best efforts attempt by Hays County ESD 8 to obtain and appropriate funds for payment of the contract.
- 9. CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Purchasing or designee after contract award.
- a. Any additional agreements/contracts to be signed by Hays County ESD 8 shall be included with the Proposal.
- b. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
- 10. ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of the Hays County ESD 8's Purchasing Director. Payment can only be made to the Vendor named in this agreement.
- 11. PUBLIC RECORD:** All Proposals become the property of Hays County ESD 8. As a governmental entity the Public Information Act, formerly known as the Open Records Act, applies to this solicitation. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.
- 12. CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this contract on behalf of Hays County ESD 8. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. The Hays County ESD 8 Purchasing department shall review, approve and process all changes.
- 13. INDEMNITY:** Vendor shall indemnify and hold harmless the Hays County ESD 8 and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the Hays County ESD 8 incurs defending any action, suit, or claim from any source whatsoever and any of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.
- 14. INDEPENDENT VENDOR:** The parties intend that the Vendor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Vendor will be free to contract for similar services to be performed for other employers while Vendor is under contract with Hays County ESD 8. The Vendor is not to be considered an agent or employee of Hays County ESD 8 and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Hays County ESD 8 provides for its employees. Hays County ESD 8 and Vendor agree that the Vendor is not covered under any B Hays County ESD 8 insurance policy, including but not limited to Hays County ESD 8's liability, property and casualty, or workers' compensation insurance policies. Hays County ESD 8 shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Vendor.
- 15. TERMINATION:** Any resulting contract may be terminated by Hays County ESD 8 at any time with or without cause and without penalty to Hays County ESD 8. In the event of termination by Hays County ESD 8 prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
- 16. CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
- 17. NON-PERFORMANCE:** Whenever, in the opinion of Hays County ESD 8, the work is neglected by the Vendor, Hays County ESD 8 may request to have the Vendor bring additional labor, materials, and supplies into the work. If the Vendor fails to correct the unsatisfactory condition(s) within five (5) working days, the Vendor shall be advised of so in writing. Hays County ESD 8 shall have no obligation to give the Vendor more than two (2) notices of unsatisfactory performance

during the contract period; and, should the Vendor again fail to perform the services pursuant to the contract, Hays County ESD 8 may declare the contract in default, terminate the contract, and contract with another.

a. In the event of default by Vendor, Hays County ESD 8 shall be liable only for payment of those services performed and accepted prior to the date of termination.

**18. CHANGES TO PROPOSAL:** Hays County ESD 8 retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

**19. CHANGES IN REQUIREMENTS:** Should Hays County ESD 8, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.

**20. UNRESTRICTED QUANTITIES:** Hays County ESD 8 is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.

**21. DELIVERIES** required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.

**22. DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Vendor or any sub-Vendor fails or refuses to carry out the directions of Hays County ESD 8 representative, or is, in the opinion of Hays County ESD 8 representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of Hays County ESD 8 representative.

**23. VENUE:** This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Hays County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

**24. NOTICE:** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**25. DISPUTE RESOLUTION:** The laws of the State of Texas shall govern this agreement and performance hereunder. Hays County ESD 8 and Vendor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.

b. In the event Hays County ESD 8 and the Vendor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, the Vendor shall continue diligently and without delay to perform the services and obligations of the Agreement

**DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document

a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Proposal and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-Vendor of the Vendor pursuant to the Contract.

- b. "BUDA FIRE DEPT." "Hays County ESD No. 8", "BUDA FIRE DEPT.", the Board of Directors, employees and agents.
- c. "Solicitation", used to describe a Request for Qualifications, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.
- d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by the Hays County Emergency Services No. 8.
- e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.
- f. "Service", "Services", "Work" shall mean the products/services supplied to the Hays County Emergency Services No. 8 in accordance with the specifications, terms and conditions stated in this Request for Bid.
- g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.
- h. "Bidder" - A business entity submitting a Response to this RFQ. Suppliers which may express interest in this RFQ, but which do not submit a Response, have no obligations with respect to the bid requirements.
- i. "Vendor" - The Offeror(s) whose Response to this RFQ is evaluated as meeting the needs of Hays County ESD 8. Vendor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the RFQ.
- j. "Subcontractor" - A company that enters into a business relationship with the Vendor. The Vendor may seek to place employees of the Subcontractor for the services described in the RFQ.
- k. "Vendor's Employee" - All persons who can be offered to provide the services described in the RFQ. All employees of the Vendor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).
- l. "Response" - The written, signed and sealed document submitted according to the RFQ instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on Hays County ESD 8 or Vendor(s) with respect to requirements stated within this RFQ or resulting contractual obligations.

**END OF SECTION**

## **SECTION 5 - REQUIRED FORMS**

### **FORMS INCLUDED IN THIS SOLICITATION DOCUMENT**

- (1) Proposal Form - Attachment A
- (2) Cost Proposal – Attachment B
- (3) Vendor Questionnaire and References - Attachment C
- (4) Exceptions to this Solicitation - Attachment D
- (5) Conflict of Interest Form CIQ – Attachment F
- (6) Proposal Checklist – Attachment G



**ATTACHMENT B**

**COST PROPOSAL**

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

Provide an hourly rate for each team member.

| <b>Item #</b> | <b>Team Member Name</b> | <b>Job Title</b> | <b>Hourly Rate</b> |
|---------------|-------------------------|------------------|--------------------|
| 1             |                         |                  | \$                 |
| 2             |                         |                  | \$                 |
| 3             |                         |                  | \$                 |
| 4             |                         |                  | \$                 |
| 5             |                         |                  | \$                 |
| 6             |                         |                  | \$                 |
| 7             |                         |                  | \$                 |
| 8             |                         |                  | \$                 |
| 9             |                         |                  | \$                 |
| 10            |                         |                  | \$                 |

## ATTACHMENT C

### VENDOR QUESTIONNAIRE

In submitting a Proposal, each Prospective Bidder shall also provide the following information: (Use additional sheets, if necessary.) A qualifying Proposal must address all items. Incomplete Proposals may be rejected.

#### **PART I - GENERAL INFORMATION**

**1. Prospective Bidder Information:** Provide the following information regarding the Prospective Bidder.

Prospective Bidder Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

The vendor or the vendor's ultimate parent company or majority owner: *Please indicate Yes/No*

1) has its principal place of business in the State of Texas; or Yes  No

2) employs at least 500 persons in this state Yes  No

Provide the number of years in business under present name: \_\_\_\_\_

**2. Account Representative:** List the account representative information that would service Hays County ESD 8's account, if awarded.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**3. Remittance Information:**

Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by HAYS COUNTY EMERGENCY SERVICE DISTRICT #8., if different from vendor information above.

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

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

## **PART II - EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items:

1. Provide a brief narrative describing your company to include the following:
  - a. History of firm;
  - b. Services Provided;
  - c. Service Area;
  - d. Years of Experience; and
  - e. Number of Employees.
2. Complete Exhibit 1 – Commissioning Firm Experience form and Exhibit 2 – Project Experience Listing form to describe Prospective Proposers experience related to the following:
  - a. Specific experience relevant to the Services requested by this RFQ.
  - b. Relevant contracts of similar size and scope performed over the past three (3) years.
3. List the key individual(s) who will be the Commissioning Authority for this contract and describe his or her relevant qualifications and experience. This information is required in addition to any detailed resumes the Proposer submits. The contract will require that this individual be committed to the project for its duration.
4. List the relevant experience of project management, supporting staff and sub-consultants, including detailed resumes, with the fraction of expected hours for each. Project management, supporting staff and sub-consultants shall provide less than \_\_\_% of the total time on the project.
5. Using Exhibit 1 – Commissioning Firm Experience form, provide project and professional references and experience for three to five commissioning projects for which the proposer was the principal Commissioning Authority in the last three (3) years. (Note: Provide this data on the attached Commissioning Project Experience Listing form.) Include:
  - a. Description of the project, including square footage and systems commissioned.
  - b. Identify when the proposer came into the project.
  - c. Describe the involvement of each individual on the proposer’s team in the projects for the following areas:
  - d. Systems and components commissioned,
  - e. Specification writing,
  - f. Design review,
  - g. Commissioning plan development,
  - h. Functional testing procedures and forms,
  - i. Coordinating and overseeing functional testing,
  - j. Actually performing the functional testing (hands-on),
  - k. Troubleshooting involvement, and
  - l. Project management.

Note: For each project, attach a sheet that includes the name and telephone number of the Owner’s project manager, construction manager, facility administrator of the building, the mechanical designer, the controls Vendor site project manager, the mechanical Vendor and electrical Vendor.

6. Describe any experience of the Proposer’s team as well as their involvement in the following areas:
  - a. traditional test and balance;
  - b. energy-efficient equipment design and control strategy optimization;
  - c. project and construction management
7. **Insurance:** Hays County ESD 8 requires all Consultants to carry Professional liability, and worker’s compensation insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of the construction project. State the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage.
8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.



9. **Additional Information.** Identify any additional skills, experience, qualifications, and/or any other relevant information about the Prospective Bidders qualifications.

### **PART III - PROPOSED PLAN**

Prepare and submit narrative responses to address the following items:

1. Describe Commissioning Agent's process for validation of system or equipment operation to design Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, etc.).
2. Describe the firm's approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.
3. **Additional Information:** Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

# Exhibit 1

## COMMISSIONING FIRM EXPERIENCE

FILL OUT A SEPARATE FORM FOR EACH PERSON ON THE TEAM

|              |                |            |                 |
|--------------|----------------|------------|-----------------|
| Company Name | Contact Person | Title      |                 |
| Address      | City           | State/Prov | Zip/Postal Code |
| Telephone    | Fax            | E-Mail     |                 |

*DESCRIPTION OF BUSINESS*

*COMMISSIONING ACTIVITIES*

Percentage of overall business devoted to commissioning services \_\_\_\_\_ %  
 How long has the firm offered commissioning services \_\_\_\_\_ years  
 Average number of commissioning projects performed each year: \_\_\_\_\_ projects

*SYSTEMS OR TECHNOLOGIES FOR WHICH FIRM HAS PROVIDED COMMISSIONING SERVICES (CHECK ALL THAT APPLY)*

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Pkg or Split HVAC    | <input type="checkbox"/> Daylighting              | <input type="checkbox"/> Commercial refrigeration |
| <input type="checkbox"/> Chiller system       | <input type="checkbox"/> Electrical, general      | <input type="checkbox"/> Telecommunications       |
| <input type="checkbox"/> Boiler system        | <input type="checkbox"/> Electrical, Emerg. Power | <input type="checkbox"/> Thermal Energy Storage   |
| <input type="checkbox"/> Energy Mgmt. Sys.    | <input type="checkbox"/> Envelope                 | <input type="checkbox"/> Labs & Clean Rooms       |
| <input type="checkbox"/> Variable Freq.Drives | <input type="checkbox"/> Fire/Life Safety         | <input type="checkbox"/> _____                    |
| <input type="checkbox"/> Lighting Controls    | <input type="checkbox"/> Plumbing                 |   |

*NUMBER OF REGISTERED ENGINEERS ON STAFF WHO HAVE DIRECTED COMMISSIONING PROJECTS: \_\_\_\_\_*

*THE FIRM HAS PROVIDED COMMISSIONING SERVICES IN THE FOLLOWING: (CHECK ALL THAT APPLY)*

| <b>Building Sector</b>                              |  |  |  |
|---|--|--|--|
| • Office or retail                                  |  |  |  |
| • Fire Stations                                     |  |  |  |
| • Hospitals   |  |  |  |
| • Laboratories                                      |  |  |  |
| • Schools or universities                           |  |  |  |
| • Industrial / Manufacturing                        |  |  |  |
| • Special purpose—prisons, museums, libraries, etc. |  |  |  |



**PART IV - REFERENCES:** Provide a minimum of three (3) references that Respondent has provided like services or supplies to within the past three (3) years, preferably with Public Agencies . The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

**Reference 1:**

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**Reference 2:**

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**Reference 3:**

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

|  |
|--|
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|  |

**ATTACHMENT D**

**EXCEPTIONS TO THIS SOLICITATION**

Does the Prospective Bidder have any deviations to any conditions and/or specifications/scope of services listed in this document?

No

Yes

If yes, noted in writing herein. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional Pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

**ATTACHMENT F**  
**CONFLICT OF INTEREST FORM**

# 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

## ATTACHMENT G

### PROPOSAL CHECKLIST

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

| Placement Order in Proposal | Document   | Check to Indicate included in Proposal |
|-----------------------------|--|--|
| 1                           | *Proposal Form - Attachment A  |  |
| 2                           | Cost Proposal – Attachment B   |  |
| 3                           | Vendor Questionnaire and References - Attachment C (includes Exhibit 1 & Exhibit 2)  |  |
| 4                           | Exceptions to this Solicitation - Attachment D   |  |
| 5                           | *Conflict of Interest Form CIQ - Attachment F<br><a href="http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm">http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm</a> |  |
|                             |  |  |
|                             | Proposal should be provided as follows: Email to <a href="mailto:jwilson@agcm.com">jwilson@agcm.com</a>  |  |

Documents marked with an asterisk (\*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.