



# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311, (956) 38-7687

MIGUEL "MIKE" FARIAS, President  
DOMINGA "MINGA" VELA, Vice President  
LETICIA "LETTY" GARCIA, Secretary  
LUIS ALAMIA, Member  
CARMEN GONZÁLEZ, Member  
OSCAR SALINAS, Member  
XAVIER SALINAS, Member  
*Dr. Mario H. Salinas, Superintendent*

## Request for QUALIFICATIONS

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- Scope of Work
- Required Response Format and Contents
- Evaluation Process
- Evaluation Criteria
- Reference Check Questionnaire

  
Purchasing Coordinator

8/13/21  
Date

NO: 21-131

**TITLE: PROJECT MANAGEMENT SERVICES -  
HEATING AND AIR CONDITION (HVAC)  
IMPROVEMENTS FUNDED THROUGH THE  
ELEMENTARY AND SECONDARY SCHOOL  
EMERGENCY RELIEF (ESSER) FUNDS**

### CLOSING TIME/DATE:

Closing Time: 3:00 P.M.

Closing Date: August 30, 2021

### BUYER:

**ClauDina Longoria, Senior Buyer**

Phone: 956-289-2311, Ext.2135

Fax: 956-383-7687

Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

### DELIVER BIDS TO:

Edinburg CISD

Office of the Purchasing Coordinator

411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor

Edinburg, TX 78541

**DATE WEBBED: August 13, 2021**

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

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

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

(Signature of Person Authorized to Sign Bid)

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

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

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

(Please print or type name above)

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_ % if Paid in \_\_\_\_\_ Days, Net 30

## INTENT TO BID

Fax, this **page only**, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

STREET ADDRESS 2: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

WEB SITE: \_\_\_\_\_

VENDOR CHECK LIST

- |   |     |     |     |    |
|---|-----|-----|-----|----|
| 1. Signed Standard Terms & Conditions                             | ___ | Yes | ___ | No |
| 2. Signed Felony Conviction Notification                          | ___ | Yes | ___ | No |
| 3. Signed Conflict of Interest Questionnaire                      | ___ | Yes | ___ | No |
| 4. Signed Deviation Form  | ___ | Yes | ___ | No |
| 5. Read and understood Special Terms & Conditions                 | ___ | Yes | ___ | No |
| 6. Filled out Bid Form  | ___ | Yes | ___ | No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ | Yes | ___ | No |
| 8. Signed Certification of Interested Parties (Form 1295)         | ___ | Yes | ___ | No |
| 9. Completed & signed Vendor Check List                           | ___ | Yes | ___ | No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

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

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Title



**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2018)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District**  
**Attn.: Accounts Payable Department**  
**Drawer 990**  
**Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



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13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **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.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.



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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.



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40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
- the purchase price;
  - the reputation of the vendor and of the vendor's goods or services;
  - the quality of the vendor's goods or services;
  - the extent to which the goods or services meet the district's needs;
  - the vendor's past relationship with the district;
  - the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
- This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
  - No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

\_\_\_\_ A. Has its principal place of business in the State of Texas; OR \_\_\_\_ B. Employs at least 500 persons in the State of Texas  
 \_\_\_\_ C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City, State)

47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

48. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.

\_\_\_\_ I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_  
 \_\_\_\_ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
 \_\_\_\_ I am neither.

49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the



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criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

\_\_\_\_\_ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

\_\_\_\_\_ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information 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 Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

- 50.1 Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 50.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.
- 50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no



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laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 50.8 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.
- 50.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**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 district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm 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)

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

\_\_\_\_\_  
Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

\_\_\_\_\_  
Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

\_\_\_\_\_  
Names of Felon(s)

\_\_\_\_\_  
Details of Conviction(s)

\_\_\_\_\_  
Signature of Company Official



**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

☐

Yes

☐

No

- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District 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 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

***As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.***

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD 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 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) 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
  - 3) 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.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person's participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>



A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

Forms provided by Texas Ethics Commission      [www.ethics.state.tx.us](http://www.ethics.state.tx.us)      Version V1.0.3337

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## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____		DBA Name (IF Applicable): _____
Taxpayer Identification Number (TIN) _____ - _____		OR
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
<b>Vendor Contact Information:</b>		
Name: _____	Title: _____	Phone: _____ Fax: _____
<b>Vendor Type – Select 5 only one of the following boxes:</b>		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
<b>Order Address:</b>		<b>Payment Remittance Address:</b>
Street/PO Box: _____		<input type="checkbox"/> Check if Order Address is same as Payment Address
Second Line: _____		Street/PO Box: _____
City: _____ State: _____ Zip Code: _____		Second Line: _____
		City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b>		
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	Phone: _____	Fax: _____
<b>W-9 Certification</b>		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person.		
<b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.		
Signature: _____ Date: _____		
Print Name/Title: _____		
<b>Direct Deposit Authorization and Agreement</b>		
I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that:		
1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address.		
2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons.		
3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.		
Signature: _____ Date: _____		
Print Name/Title: _____		
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDInvoice@ecisd.us">ECISDInvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on:</b>		
<b>Updated by:</b> _____		<b>Bank Code:</b> _____
		<b>Vendor #:</b> _____



**SPECIAL TERMS & CONDITIONS**

**A. PURPOSE & INTENT**

1. The Edinburg Consolidated Independent School District (the “District”) is soliciting Statements of Qualifications (“Qualifications”) from professional firms (“Respondents”) for selection of professional program management services.
2. The intent of this RFQ is to hire a Project Management (PM) firm to assist in the project management and federal compliance of the estimated \$60,000,000 budgeted funds.
3. The District will continue to be the owner of all design and construction projects.
4. The District requests that firms offering these services submit this RFQ for establishing a contract through this process. The response should clearly show the respondent's ability and experience in managing projects of this volume and experience with HVAC work.
5. **POINT-OF-CONTACT:** THE DISTRICT requires that Respondents restrict all contact and questions regarding this RFQ to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed in email to:

<p>Robert Saenz, Maintenance Director  1305 E. Schunior  Edinburg, TX 78541  PH: (956) 289-2577  FX: (956) 316-7550  <a href="mailto:ro.saenz@ecisd.us">ro.saenz@ecisd.us</a></p>	<p>Carlos Lima, District Graduate Engineer  1305 E. Schunior  Edinburg, TX 78541  PH: (956) 289-2577  FX: (956) 316-7550  <a href="mailto:carlos.lima@ecisd.us">carlos.lima@ecisd.us</a></p>
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6. **COMMUNICATION WITH EVALUATION TEAM MEMBERS:** Firms submitting qualifications shall not discuss this RFQ with evaluation team, any administration employee, or members of the Board of Trustees, except for Robert Saenz and Carlos Lima. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification.
7. **NON-DISCRIMINATION:** Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
8. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Respondents must, upon request, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. THE DISTRICT will make the final determination as to the respondent's ability to comply with this section.
9. **SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Board of Trustees of the Edinburg School District.



10. **RESPONDENTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**  
The fee will be negotiated in accordance with the Professional Services Procurement Act, (Tex. Govt. Code Ann. 2254.001), et seq.
11. **TIME SCHEDULE:**
- a). The District's schedule (tentative dates) is as follows:
- |  |                               |
|--|-------------------------------|
| RFQ Notification and specs emailed     | August 13, 2021               |
| 1 <sup>st</sup> Legal Notice - Monitor | August 13, 2021               |
| 2 <sup>nd</sup> Legal Notice - Monitor | August 20, 2021               |
| RFQ Closes                             | August 30, 2021               |
| Evaluation of Qualifications           | August 31 – September 1, 2021 |
| School Board Approval of Ranking       | September 7, 2021             |
| Contract Negotiations                  | September 8 - 14, 2021        |
| School Board Approval                  | September 21, 2021            |
- b). Notification of schedule changes will be made to respondents by e-mail or fax.
12. The District reserves the right to accept or reject any or all responses. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all responses in order to make the award of the contract in the best interest of the District.
13. The District reserves the right, before awarding the contract, to require respondents to submit additional evidence of qualifications or any other information the District may deem necessary. The District reserves the right, prior to Board approval, to cancel the RFQ or portions thereof, without penalty. The respondent receiving the highest number of submission and interview points will be ranked first.
14. The District reserves the right to negotiate terms and conditions including scope, staffing levels and fees, with the highest ranked respondent. If agreement cannot be reached with the highest ranked respondent, the District reserves the right to negotiate with next highest ranked respondent and so on until agreement is reached. When agreement is reached the District will submit its recommendation to the School Board for approval and award of contract.
15. **INSURANCE:** Awarded firm shall carry and keep in full force for the duration of the project the following coverage's:
- a). Workers' Compensation – Statutory Limits.
- b). Employer's Liability:
- (i) Bodily Injury by Accident - \$1,000,000 Each Accident.
  - (ii) Bodily Injury by Disease - \$1,000,000 Each Employee.
  - (iii) Bodily Injury by Disease - \$1,000,000 Policy Limit.
- c). Comprehensive Automotive Liability - \$500,000 Combined Single Limit per Occurrence.
- d). General and Professional Liability Insurance Policy
- (i) In the amount of two million dollars (\$2,000,000) to cover the liability of firm connected with the performance of the services or any service covered by this RFQ.
  - (ii) Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period.

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- e). The Firm agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modifications or change for the period specified in the Agreement for this RFQ.
- f). All policies shall contain special endorsements to include:
  - (i) The District as an additional insured (except for Workers' Compensation).
  - (ii) Waiver of subrogation in favor of the District under the Workers' Compensation and Employers' Liability policies.
  - (iii) A statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

### B. SCOPE OF WORK

1. **GENERAL DESCRIPTION OF THE PROJECTS:** The District reserves the right to add, delete or modify projects during the term of this contract. The district has selected Engineering firms and are preparing designs for improvements to the HVAC systems District Wide, as needed.

DESCRIPTION	ESTIMATED BUDGET
HVAC IMPROVEMENTS DISTRICT-WIDE	\$60,000,000

### 2. CONSULTANT'S PROJECT MANAGEMENT FUNCTIONS AND SERVICES:

- a). The Consultant's services consist of those services performed by the Consultant's employees and other consultants to be retained by Consultant through this RFQ.
- b). The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care of each professional service to be provided by consultant and the orderly progress of the Work.
- c). The services covered by this RFQ will be subject to the time limitations contained in each separate Construction Contract to be entered into by the Owner's federal grant program, all as envisioned in the Owner's federal grant program.
- d). The Consultant's services shall be completed in accordance with the schedules for the design and construction of each separate project, which are subject to adjustment as each Project proceeds. Whatever time limits or schedules have been agreed to or will be agreed to in the future in connection with Owner's federal grant program may not remain and may be adjusted one or more times. Consultant acknowledges the need for these adjustments of schedules and will make provisions in its fee and organization of resources to accommodate these adjustments without requesting additional compensation.

### 3. EXAMPLE OF PROJECT MANAGEMENT SERVICES:

- a). For purposes of illustration only, the Consultant services are generally outlined in the chart under the title "Project Management Services."
- b). The chart illustrates generally the category of services to be provided by the Consultant, the sequence of those services and how those services will interrelate with the services of other design professionals during the Design Phase and the Construction Phase. This in no way limits the duties and obligations of the Consultant, which are set out in more detail elsewhere in this RFQ.



**RFQ 21-131, 2021 PROJECT MANAGEMENT SERVICES – HVAC IMPROVEMENT THRU ESSER**

PROJECT MANAGEMENT SERVICES	ENGINEER SERVICES
<b>Mobilization</b>	
Office staff, implement communication systems, secure offices and other expenses	
<b>All Phases of Program Execution Plan</b>	
Serve as single point of contact for the Owner. Establish overall schedule with key milestones, referred to as Master Project Schedule (MPS). Provide cost and schedule control systems. Lead partnering and team building activities to build the project team. Brief the governing board and executive sponsors at regular intervals and as required. Conduct meeting of the key project participants on regular intervals and as required. Provide customer interfacing to resolve issues, provide guidance and insight, and to address concerns, if applicable. Execute and oversee quality assurance program in order to protect interest of Owner.	
<b>Architect-Engineer &amp; Testing Lab Selection</b>	
Assist with review and evaluate potential design team(s) qualifications for capability to perform scope of work and meet schedule. Negotiate with the selected firms and assist in A-E contract preparation and review.	<b>COMPLETE</b>
<b>Detailed Programming</b>	
Conduct meetings with staff to identify detailed programming needs and coordination with communication systems, special equipment and provide data to engineers.	
Develop and design facilities standards And design guidelines, including TEA/ESSER requirements.	
Establish an index of terms for master filing of all projects with all engineers including e-mailed files prepared using AutoCAD 14 version or later.	
<b>Schematic Design Phase</b>	
Conduct partnering and kickoff meeting with Owner and Engineer firms per campus or project	<b>COMPLETE</b>
Communicate all pre-project planning information to Engineers	Review program furnished by owner to ascertain requirements of Project and arrive at mutual understanding & provide preliminary evaluation of program, budget & schedule requirements.
	Prepare schematic design documents.
Conduct weekly or bi-weekly design meetings between Owner and Engineer.	
<b><u>Submit to owner a proposed schedule.</u></b> Conduct schedule optimization session(s) and Project Definition Rating Index evaluations.	
<b><u>Submit to the Owner a Statement of Probable Construction Cost</u></b> based on current area, volume of other unit costs.	
Conduct reviews of cost estimate & take action to keep cost under control. Provide an ongoing Constructability Program, complete with documented cost savings and value-added impacts.	
Coordinate, review, evaluate and recommend approval of all schematic design documents submitted by architects and consultant engineers for	

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<b>PROJECT MANAGEMENT SERVICES</b>	<b>ENGINEER SERVICES</b>
compliance with Owner's design guidelines, space program needs and performance specifications per campus.	
<b>Design Development Phase</b>	
	Prepare Design Development Documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
Continue weekly or bi-weekly meetings between Owner & Engineer to review and evaluate design documents for compliance with guidelines to ensure engineer is achieving the required level of detail; mechanical and electrical systems, etc.	
Develop a schedule for Design Development stage. <b><u>Conduct Schedule Optimization</u></b> session and Project Definition Rating index evaluations and submit to owner.	
Advise Owner of any adjustments to preliminary Statement of Probable Construction Cost.	
<b><u>Conduct more detailed cost estimates</u></b> , including independent estimate at end of Design Development and provide Owner with a detailed report.	
Coordinate, review, evaluate and recommend approval of all design development documents submitted by engineers and consultant engineers for compliance with ECISD's design guidelines and performance specifications per campus	
<b>Construction Documents Phase</b>	
	Extent of duties, responsibilities & limitations of authority of the Engineer as Owner's representative during construction shall not be modified or extended w/o written Contract of the Owner & Engineer w/ consent of Contractor.
	Prepare Construction Documents consisting of drawings and specs detailing construction requirements suitable for construction contractor use, and to document the constructed facility (modification to be detailed by the general contractor.)
<b><u>Submit to owner a proposed schedule for design and construction.</u></b>	Coordinate reproducible drawings including significant changes during construction based on marked-up prints, drawings and other data.
Continue bi-weekly design review meetings either on site or through video conferencing.	
Conduct weekly project management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.	
<b><u>Advise Owner on any adjustment to previous Statements of Probable Construction Cost.</u></b>	
Coordinate with government entities for permit, building permit reviews, and other approvals.	Assist Owner in filing documents for governmental approval by preparing and submitting permit requests, etc.
Coordinate, review, evaluate and recommend approval of all construction documents submitted by engineers and consultant engineers for compliance with ECISD's design guidelines and performance specifications per campus before procurement of contractor.	



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PROJECT MANAGEMENT SERVICES	ENGINEER SERVICES
	Prepare necessary bidding information, bidding conditions of contractor and owner's standard Owner/Contractor Contract for review and approval by owner.
<b>Contractor Procurement Phase</b>	
Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.	
Assist Owner with contractor selection criteria, propose project delivery method, and review of contractor qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.	
Assist Owner with negotiating and value engineering with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.	Provide Owner with necessary modifications to construction documents for Project if lowest bid or proposal is greater than Project budget.
After selection of contractor by Owner, assist Engineer with transmitting standard procurement requirements to contractors and subcontractors, or suppliers.	
Review information submitted by contractor to include insurance, employee wage rates, material suppliers, subcontractors list, bonds, and financing.	
<b>Construction Phase</b>	
Serve as the Owner's Point of Contact during construction.	
Conduct Partnering sessions at the beginning of each Project. Conduct periodic update sessions.	
Conduct construction update meetings at construction sites on a scheduled and as-needed basis and must attend all project progress meetings.	
Review and sign off on major required documents/outlines from contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, Minority Contracting plan and report to Engineer and Owner	
Review Contractor cost control plan with Engineer and Owner	
Evaluate requests for proposed Change Orders and Construction Change Directives and make recommendations.	Generate proposed Change Orders and Construction Change Directives; order minor changes.
Conduct site visits and inspections as determined by Consultant to review work in place and report in a standard format to Owner with reference to ECISD facilities standards/specifications, schedules and budgets, and to assure Owner that all work has been completed in accordance with the plans and specifications.	Make visits to the site for compliance with (not exhaustive or continuous on-site inspections). Inform Owner of work progress; notify Owner of defects, reject non-conforming work.
Assist Owner in contracting with Independent Testing Firms. Review testing program results and advice owner and architect.	Review inspection or testing of the Work – fabricated, installed or to be completed and report results to owner.
Administer Construction Contract and General Conditions & act as Owner's representative. Act as conduit between Engineer and Contractor. Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.	
Review all submittals and obtain Owner approvals needed; colors, brick, etc.	Approve or reject submittals from the Contractor.

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<b>PROJECT MANAGEMENT SERVICES</b>	<b>ENGINEER SERVICES</b>
Monitor Requests For Information and Engineer responsiveness.	Respond to Requests for Information from the contractor and advise the Owner
Review Contractor's Building Commissioning and Turnover Plan.	
Evaluate payment applications and make recommendations on approval of requests for progress payments.	Determine amounts owed to the Contractor based on site observations & Contractor's Applications for Payment & issue Certificates for Payment.
Perform final inspections and review punch list work.	Perform final inspections and generate punch list.
Advise owner of substantial completion dates.	Conduct inspections to determine the dates of Substantial and Final Completion, issue Final Certificate of Payment, submit to the Owner upon Final Completion a letter that work has been completed in total in accordance with Contract Documents, to the best of his knowledge;
<b>Commissioning/Turnover Phase</b>	
Plan for furnishing procurement and building turnover	
Review the results of the HVAC Test and Balance for compliance with construction contract requirements.	Receive from contractor and forward to owner all completed HVAC test and balance reports.
Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.	Verifies that all certification inspections are executed and documentation is provided to the Owner.
Coordinating training of facility maintenance staff for familiarization with all systems.	
<b>Warranty/Occupancy</b>	
Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.	Receive and forward to the Owner written warranties and related documents required by Contract Documents.
Generate and deliver tickler file of all warranty deadlines for each project.	
Coordinate closing reviews of warranty items after a 30 day and 6 month period for each project.	

**C. REQUIRED RESPONSE FORMAT AND CONTENTS**

The responses to this Request for Statement of Qualifications will consist of **TEN (10)** specific information subject areas which **must be completed and returned in the order indicated below with each section divided and TABBED with the appropriate section title**. Your packet should not exceed fifty pages (50) and in 11 point font (one sided only). All pages should be numbered.

1. **COVER LETTER:** Your Statement of Qualification packet will include a cover letter at the beginning. The cover letter shall provide a summary of the information presented in the RFQ; names and telephone and fax numbers of persons authorized to provide any clarification required. This cover letter shall also include the name of the person(s) authorized to conduct final contract negotiations.



2. **STATEMENT OF INTEREST:** Provide in this TAB, a statement of interest for the project, including a narrative describing the prime firm's unique qualifications. The statement of interest offers an opportunity to briefly set forth the reasons the respondent believes the District should select it.
3. **PROGRAM MANAGEMENT EXPERIENCE AND QUALIFICATIONS:** Provide in this TAB, a list of educational facility programs for which your firm has provided or is currently providing similar services as the prime firm. Include the following:
  - a). Name of Customer/Owner
  - b). Dates Service Provided
  - c). Type of Projects (new construction, major renovations, etc.)
  - d). Total dollar value of bond program
  - e). Brief description of program
  - f). Project size in gross square feet
  - g). List projects managed or currently being managed
  - h). Similarities to the proposed scope of services
  - i). List the names of licensed professionals and their years of experience in your firm for example architects, engineers, etc.
  - j). Experience with Federal Funds Compliance and knowledge of ESSER funding.
4. **REFERENCES:** Provide a list of a minimum of five (5) educational projects for which the prime firm provided or is providing professional services which are most related to this program.
  - a). Project Name and Location.
  - b). Name of Customer/Owner.
  - c). Project construction costs.
  - d). Project size in gross square feet.
  - e). New construction, addition or renovation.
  - f). Dates for planning, design, and construction including the dates of substantial completion.
  - g). Description of prime firm's contract responsibility.
  - h). Names of consultant firms and areas of expertise.
  - i). Contact name, title, address, telephone number, fax number and email address
  - j). If available, IJKMatters of reference are preferred, but not required
5. **MANAGEMENT PLAN:** Provide in this TAB, the following:
  - a). Describe how your firm will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent.
  - b). Describe any project management information system you propose to use and your experience with this system.
  - c). Describe how your firm will handle quality and cost/budget control.
6. **PRIME FIRM:** Provide in this TAB, the following:
  - a). Provide an organization chart for the key staff you propose to commit to this program.
  - b). Provide resumes of proposed key staff:
  - c). Position
  - d). Name
  - e). Education
  - f). Professional Certifications
  - g). Professional Associations, Awards and Publications
  - h). Description of qualifications for the proposed position
  - i). List of experience with projects of similar scope and size

7. **PROJECT TEAM:** Provide in this TAB, the following:
  - a). Provide an organizational chart showing the roles of the prime firm and each team firm or individual.
  - b). For each team firm or individual that the prime firm proposes, if applicable:
  - c). Identify the firm and provide a brief history about the firm, and years in existence.
  - d). Describe the firm's proposed role in the project and its related project experience
  - e). List projects that prime firm and the team have worked on together
  - f). Provide resumes giving the experience and expertise of principals and key professional team members who will be assigned to the project
8. **LITIGATION AND DISPUTES:** Provide in this TAB, the following:
  - a). Describe any litigation or disputes between the respondent and owners involving claims in excess of \$50,000 in connection with program management services during the last five years.
  - b). Respondent may submit this information in a separate envelope marked "Confidential Information".
9. **CONTRACT SAMPLE:** Provide in this TAB, a sample of the Service Contract that will be used if selected.
10. **ECISD REQUIRED FORMS:** Provide in this TAB, Standards Terms & Conditions, Felony Conviction Notification, Conflict of Interest Questionnaire, and Deviation Form, Reference Check Questionnaire.

**D. EVALUATION PROCESS**

1. In procuring the Project Management Firm services, the School District will:
  - a). First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
  - b). Then attempt to negotiate with that provider a contract at a fair and reasonable price.
  - c). If a satisfactory contract cannot be negotiated with the most highly qualified provider, the School District will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price.
  - d). The School District will continue the process until a contract is entered into.
2. A District Evaluation Committee will be convened to review and rank all firms on the basis of qualifications using the Evaluation Criteria listed below, but will not be limited to. The highest ranked respondents will be invited to participate in interviews, if needed, with the District Evaluation Committee. The respondent's key staff must be present at the interview.

- E. EVALUATION CRITERIA:** The proposal will be evaluated using the evaluation factors listed below and any other relative factor deemed necessary by the Edinburg CISD and may change at the discretion of the District.

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Project Management Experience & Qualifications	30
2	References	20
3	Management Plan Implementation	20
4	Prime Firm	10
5	Project Team	10
6	Litigation and Disputes	10
7	Interview (If needed)	10
	<b>TOTAL MAXIMUM POINTS</b>	<b>110</b>



REFERENCE CHECK QUESTIONNAIRE

Reference for: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(Person Contacted)

We request your responses to the below questions. Vendor is to submit this questionnaire to 3 references. Upon completion, email questionnaire to ClauDina E. Longoria to d.longoria@ecisd.us or include with your packet.

**1. How do you rate the quality of the firm's work?**

Comments:

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

**2. Do they have knowledgeable and qualified staff? Please explain.**

Comments:

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

**3. How responsive was the firm in addressing any concerns or issues that came up?**

Comments:

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

**4. How well did the project's design meet the budget?**

Comments:

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

**5. How well did the firm meet the schedule?**

Comments:

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

**6. Did the firm staff communicate well with your staff? Please explain.**

Comments:

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

**7. How well did the firm fulfill contractual obligations from beginning to end of the project?**

Comments:

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

**8. Would you recommend them?**

Comments:

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

For ECISD Use:

Person conducting reference check: \_\_\_\_\_

Date reference questionnaire was conducted or sent: \_\_\_\_\_