

**REQUEST FOR QUALIFICATIONS
FOR
AIR TEST & BALANCE SERVICES**

CITY of KYLE TEXAS

RFQ No.: RFQ-22-02

**SUBMITTAL DUE DATE:
July 5, 2022 @ 2:00 P.M. CST**

1.1 Purpose of the Request

City of Kyle Texas (“Owner”) is soliciting statements of qualifications (“Qualifications”) to provide Air Test & Balance services for the Kyle Public Safety Center Project, located at Kohlers Crossing in Kyle Texas. City of Kyle Texas (CITY OF KYLE) requests your proposal to perform the scope of services outlined in the scope of work and requirements set forth in this Request for Qualifications (“RFQ”).

This RFQ is the first step in a two-step process for selecting an Architect/Engineer for the Project as provided by Texas Government Code §2254.004. ***The RFQ provides the information necessary to prepare and submit Qualifications for Services and initial ranking by the Owner.***

In the second step of the process, Owner will attempt to negotiate a fair and reasonable price for the services to be provided with the top ranked respondent. If Owner is unable to successfully negotiate a contract for services with the selected firm, Owner will formally end negotiations and select the next qualified respondent, and attempt to negotiation a contract with that respondent at a fair and reasonable price.

1.2 Conflicts of Interest

Actual and Perceived Conflicts

By submitting a Qualification, Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a contract with Owner. Respondent also represents and warrants that entering a contract with Owner will not create the appearance of impropriety. In its qualification, respondent must disclose any existing or potential conflict of interest that it might have in contracting with Owner. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract, and will survive until the end of the recordkeeping requirements. The Owner will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

Current and Former Employees

In addition to the disclosures required above, respondent must also disclose any of its personnel who are current or former officers or employees of the Owner or who are related, within the third degree of consanguinity (as defined by Texas Government Code 573.023) or within the second degree by affinity (as defined by Texas Government Code 573.025), to any current or former officers or employees of the Owner. Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees. Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee’ cumulative weekly hours worked at all state facilities through any one staffing company does not exceed 40 hours per week.

1.3 Submission of Qualifications

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed qualifications will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other qualification details will only be divulged

after the contract award, if one is made.

Qualifications will not be received by telephone, fax, or email. Qualifications will only be received at the location described below:

**Bob Farmer
AG/CM c/o
City of Kyle Texas
Kyle City Hall
100 W. Center St
Kyle, Texas 78640**

Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents. The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original proposal.

Qualification must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFQ number, submittal due date, and the name and return address of the respondent. Qualification and any other information submitted by respondents in response to this RFQ shall become the property of the CITY OF KYLE.

Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualification that are qualified with conditional clauses, alterations, items not called for in the RFQ, or irregularities of any kind are subject to rejection.

Properly submitted Qualifications will be opened publicly and the names of the respondents will be read aloud. Qualification cannot be altered or amended after opening time. Qualification cannot be withdrawn after opening time without written approval by CITY OF KYLE based on a written request to withdraw.

Late received Qualifications will be returned to the respondent.

1.4 Key Events Schedule

Issuance of RFQ	Thursday, June 2, 2022
Deadline for Submittal of Questions	Tuesday June 28, 2022 2:00 PM
RFQ submittal	Tuesday July 5, 2022
Evaluation and Selection (tentative)	July 2022
Award/Issuance of project	TBD

1.5 Clarifications and Interpretations

All questions regarding this RFQ must be submitted in via email to Bob Farmer, at bfarmer@agcm.com no later than **June 28, 2022 at 2:00 PM** any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by CITY OF KYLE as an addendum. All such addenda are issued by CITY OF KYLE before the Qualification are due as part of the RFQ and respondents shall acknowledge receipt of each addendum to the RFQ in its Qualification.

Respondents obtaining this RFQ are responsible for notifying CITY OF KYLE that they are in receipt of this RFQ and intend to respond. Please send the respondent's name, contact person, address, phone number, fax number, and email to bfarmer@agcm.com. This information is required in the event addenda are issued. It is the responsibility of all respondents to obtain addenda in a timely manner. Respondents shall acknowledge receipt of each addendum to the RFQ in the Qualification.

Upon issuance of the RFQ, besides written inquiries as described above, other employees and representatives of CITY OF KYLE will not answer questions or otherwise discuss the contents of the RFQ with any potential consultant's representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions with CITY OF KYLE for the purpose of conducting business unrelated to this RFQ.

1.6 Evaluation of Qualifications:

The evaluation of the Qualifications shall be based upon on the requirements described in the RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by Owner. The top three or fewer ranked respondents may be selected by the Owner to participate in the interview process. Then the highest rank respondent will participate in step two of the selection process.

1.7 Exceptions to RFQ

The Respondent shall explicitly set forth in this section any assumptions regarding, or exceptions to, any part of this RFQ, including the Attachments, noting the specific RFQ section number or Attachment Letter. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFQ. **Any exception may result in this RFQ not being awarded to the Respondent.**

1.8 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFQ process shall be at the sole risk and responsibility of the Respondent.

1.9 Taxes

CITY OF KYLE is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Qualification. Excise Tax Exemption Certificates are available upon request.

1.10 Reservation of Rights

CITY OF KYLE may evaluate the Qualification based on the anticipated completion of all or any portion of the Project. CITY OF KYLE reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all Qualifications and temporarily or permanently abandon the Project. CITY OF KYLE makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.11 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. CITY OF KYLE strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.12 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.13 Accuracy of Information

CITY OF KYLE and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the CITY OF KYLE shall be final and binding upon the Contractor.

1.14 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase order number authorizing the services, and Detailed breakdown of monthly total price for services to include operating expense plus labor for man-hours worked including, as applicable, the time period, guard's individual hours, signed time sheets as supporting documentation, and any other related documentation to show proof of hours documented for payment.

Invoices should be received no later than the (30) thirtieth day of every month. Each invoice is subject to review and approval by CITY OF KYLE before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by CITY OF KYLE is thirty (30) calendar days after receipt of a valid, uncontested invoice. CITY OF KYLE will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

1.15 Insurance

Contractor will obtain and maintain in force for the duration of the contract and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense the following insurance coverage for the duration of the contract, in at least the amounts specified:

- Workers Compensation: Statutory Limits
- General Liability: Each occurrence \$1,000,000
 Personal Injury \$1,000,000
 General Aggregate \$2,000,000
 Product Liability \$1,000,000
 EBL \$1,000,000
- Automobile Liability Each Accident \$1,000,000
- Umbrella Liability Each Occurrence \$5,000,000
- Professional Liability Each Occurrence \$5,000,000
- All other insurance required by state or federal law

All policies (except Workers' Compensation) shall name CITY OF KYLE as an Additional Insured. A Waiver of Subrogation in favor of CITY OF KYLE and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to CITY

OF KYLE prior to commencement of any services under the contract. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against CITY OF KYLE, its agents, employees or representatives.

CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT CITY OF KYLE DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

1.16 Indemnification

THE RESPONDENT FOR ITSELF, ITS SUCCESSORS, SERVANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS CITY OF KYLE, ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS AND OBLIGATIONS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, WHETHER BASED UPON, OCCASIONED BY, ARISING OUT OF, OR ATTRIBUTABLE TO THE CONTRACTOR'S CONTRACT WITH CITY OF KYLE OR ANY SERVICES PROVIDED, OR ANY PRIVILEGE GRANTED OR ACTION TAKEN OR THING DONE OR MAINTAINED BY VIRTUE OF THE EXISTENCE OF THE SAID CONTRACT OR THE EXERCISE OF ANY RIGHT ARISING THEREUNDER.

1.17 Alternative Dispute Resolution

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), will be applicable to the Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by CITY OF KYLE and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

1.18 Confidential Information

All information owned, possessed or used by CITY OF KYLE that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for CITY OF KYLE, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between CITY OF KYLE and Contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor as an independent contractor of CITY OF KYLE in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of CITY OF KYLE. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by Contractor.

1.19 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions

hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.20 Licenses, Permits, Taxes, Fees, Laws and Regulations

Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of the contract.

Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of the contract.

Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of CITY OF KYLE.

2. Scope of Services

This RFQ is the first step in a two-step process for selecting an Architect/Engineer for the Project as provided by Texas Government Code §2254.004. *The RFQ provides the information necessary to prepare and submit Qualifications for Services and initial ranking by the Owner.*

In the second step of the process, Owner will attempt to negotiate a fair and reasonable price for the services to be provided with the top ranked respondent. If Owner is unable to successfully negotiate a contract for services with the selected firm, Owner will formally end negotiations and select the next qualified respondent, and attempt to negotiation a contract with that respondent at a fair and reasonable price.

2.1 INTRODUCTION

As the selected proposer to provide Air Test & Balance services for the CITY OF KYLE Public Safety Center Project, City of Kyle Texas (CITY OF KYLE) requests your proposal to perform the scope of services.

2.2 GENERAL REQUIREMENTS & DELIVERABLES

- A. The Testing, Adjusting, and Balancing (TAB) of equipment and all air and water systems shall be done by an independent TAB Contractor (TABC).
- B. The TABC shall be employed directly by CITY OF KYLE (the Owner) who shall be solely responsible for its performance and the timely schedule of its operation.
- C. Provide all necessary equipment and support personnel to secure the data in the prescribed format appropriate to the associated quality level.
- D. Perform all work in accordance with **specification section 23 05 93 attached**)**
- E. Provide a proposed contract amount not-to-be-exceeded without Owner's approval and include a Construction Contingency amount.
- F. Provide monthly invoicing to include, at a minimum, the following: total original contract amount; total completed to date; and balance remaining to complete.
- G. Maintain a log of re-tests required as a result of the failure of a test to meet project specifications. This amount may be deducted from the final payment to the CMR at closing.

2.3 TABC SELECTION AND QUALIFICATIONS

A. The TABC shall be competitively selected on the following criteria:

- Experience on similar projects in the past 3 years. Include a list of at least 3 relevant projects including Bldg. SF, Architect contact information, and GC contact information
- Experience with City of Kyle in the past 3 years.
- Project team. Include resumes of personnel who will be performing the onsite test and balance.
- Location of office handling this contract. Provide the address of the office that will be managing this project.

Experience on Similar Project	35%
Experience with City of Kyle	5%
Project Team	40%
Location of office managing project	20%

2.4. SCOPE OF SERVICES

The anticipated scope of services shall include but not be limited to the items listed below and based on requirements set forth in the plans and specifications for the CITY OF KYLE Kyle Public Safety Center.

- A. Balance of air and water distribution;
- B. Adjustment of total system to provide design quantities and performance;
- C. Verification of performance of all equipment and automatic controls;
- D. Sound and vibration testing;
- B. Reporting the TAB work results.
- G. Provide experienced field / laboratory personnel for all testing services under the direction of a Licensed Professional Engineer.

Attachments: Specification section 23 05 93

Attachment D - Conflict of Interest Questionnaire

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th 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 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
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 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 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. Attach 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, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

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