



Natalia Independent School District – Request for Qualifications (RFQ)

Commissioning Agent Services for 2024 Bond Program Proposition A (New Elementary School & CTE Projects)

Issue Date: *Wednesday, July 10, 2026*

Contact: *Natalia ISD – Owner Representative: AGCM*

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1. Introduction and Purpose

Natalia Independent School District (“District” or “Owner”) invites qualified firms to submit Statements of Qualifications (SOQs) for providing Commissioning Agent (CxA) services for the District’s 2024 Bond Program Proposition A construction projects including the new elementary classroom building, new administration wing, and Career & Technical Education (CTE) facility improvements. The Commissioning Agent will serve as an independent third-party consultant to verify that building systems are designed, installed, and function according to District requirements and contract documents.

Qualifications-Based Selection (QBS): This procurement will adhere to Texas law for professional and consulting services (Texas Government Code, Chapter 2254). No pricing or fee proposals are to be submitted or considered at this RFQ stage. The District will first select the most highly qualified firm based on demonstrated competence and qualifications (per §2254.026 & §2254.027), and then attempt to negotiate a fair and reasonable contract fee with that top-ranked firm. If negotiations fail, the District will formally end discussions and proceed to the next-ranked firm, and so forth, until a satisfactory agreement is reached, as mandated by state law (Texas Gov’t Code §2254.004. This ensures that professional services are selected based on demonstrated competence and qualifications, with fees considered only after the firms are ranked.

Project Overview (Prop A): Natalia ISD voters approved the 2024 Bond Program Proposition A, encompassing improvements at the Natalia Elementary School campus in three construction segments:

- **Segment A:** Renovations to existing elementary facilities and a new Administration Wing addition.
- **Segment B:** Construction of a new standalone Classroom Building (elementary school addition).
- **Segment C:** CTE (Career & Technical Education) Building – renovations and upgrades to the agricultural and career-training facility.

These projects are being delivered via a **Construction Manager-at-Risk (CMAR) contract** with SpawGlass Contractors, Inc., including a **Guaranteed Maximum Price (GMP)** and a delivery date for April 2027. The projects are currently under construction, with building systems installation and startup scheduled in phases beginning around late **July 2026** (for Segment A) through late 2026. **Commissioning services** are required to commence as soon as possible, to ensure the **Commissioning Agent is on board well in advance of the first HVAC equipment start-ups in Segment A** (target **Summer 2026** timeframe). The selected firm will be expected to coordinate with the project team (District, **Pfluger Architects** as Architect of Record, **SpawGlass** as CMAR, and **AG|CM** as Owner Rep for the Bond Management) and support the District's goal of high-quality, energy-efficient building systems ready for occupancy.

2. Scope of Services – Commissioning Agent

The **Commissioning Agent (CxA)** shall provide comprehensive commissioning services for the Proposition A projects, focusing on Mechanical (HVAC) systems and including an Alternate scope for full MEP (mechanical, electrical, and plumbing) systems at the District's discretion. Primary responsibilities and tasks include, but are not limited to:

- **Design Phase Commissioning** (as applicable): Review the **100% Construction Documents (plans & specifications)** for commissionability and coordination, with particular attention to mechanical and control systems design.
- **Develop the Owner's Project Requirements (OPR).** Provide **commissioning specifications** and **commissioning plan** that integrate with the contract documents if not stated in existing project manual/specifications.
- **Construction Phase Commissioning:** Participate in **submittal reviews** including, for HVAC equipment, building automation systems, controls, and related base-scope interfaces. If the District authorizes the alternate full MEP commissioning scope, the CxA shall also participate in submittal reviews for applicable electrical and plumbing systems. The CxA will review, verify, document, identify deficiencies, and provide recommendations; conduct the **necessary site visits** at appropriate intervals to observe installation progress of commissioned systems and identify apparent commissioning-related issues; conduct or participate in **monthly commissioning meetings** or other commissioning meetings as required by the project schedule to observe equipment installation and verify that systems are installed as per contract requirements; provide **field observation reports** and commissioning meeting notes highlighting any issues or deficiencies for timely correction by the Contractor; maintain a commissioning issues log

identifying deficiencies, incomplete work, coordination issues, testing issues, and unresolved issues; and track correction and resolution of commissioning issues in coordination with the project team.

- **Pre-Functional & Functional Testing:** The CxA shall: develop detailed **pre-functional checklists** and **functional performance test procedures** for commissioned systems; develop functional performance test procedures for commissioned systems; coordinate testing procedures and schedules with the District, Owner's Representative, Architect, Engineers, Construction Manager, and subcontractors, ensuring that each piece of equipment and system (and their integrated controls) are operating per the contract documents and design intent; observe, witness, and document functional performance testing; verify and document whether tested systems operate in accordance with the Contract Documents, OPR, BOD, approved submittals, and applicable sequences of operation; identify deficiencies and coordinate retesting of corrected items as necessary; document all testing results and unresolved issues. Base Scope systems to be commissioned include, at minimum:
 - ***Mechanical/HVAC Systems:*** air handling units, rooftop units (RTUs), chillers, boilers, pumps, piping, air distribution systems, including VAV boxes, diffusers, exhaust and ventilation fans and related components, building automation systems (BAS/EMS controls) and sequences, energy management systems, alarms, HVAC-related equipment and controls interfaces.
 - ***Life-Safety and Integrated Systems:*** fire and smoke dampers, smoke evacuation/purge systems, and integration of HVAC controls with fire alarm and security systems.
 - ***Plumbing (Alternate Commissioning Scope):*** If authorized by the District, the CxA's scope may include commissioning of plumbing systems, including as applicable: sanitary sewer and vent systems, storm drainage and overflow systems, domestic hot water systems, domestic cold water systems etc. (this may be included as an additional service at the District's option).
 - ***Electrical (Alternate Commissioning Scope):*** If authorized by the District, the CxA's scope may include commissioning of electrical systems, as applicable: emergency generators, automatic transfer switches (ATS), and emergency power systems, lighting controls, electrical systems serving commissioned equipment; as well as lighting controls interfacing with life-safety systems (if included).
- **Acceptance and Close-Out:** The CxA shall: review **Test and Balance (TAB) reports** and verify accuracy of results, apparent inconsistencies, incomplete information or results that require clarification or correction; coordinate with the Project team, including the construction team regarding the correction of **deficiencies** discovered during testing or inspections and re-test as necessary; confirm and document completion or status of commissioning issues before substantial completion and final completion; review **operations & maintenance (O&M) manuals** and **Owner training** for completeness related to commissioning, testing, controls, training and maintenance requirements; review

owner-training agendas and materials for commissioned systems; observe or participate in owner training as requested by the District; prepare a final **Commissioning Summary Report** identifying the status of the commissioned systems and certifying that systems meet performance criteria in accordance with the Contract Documents, OPR, BOD, and applicable energy requirements identified in Contract Documents

- **Warranty/Post-Occupancy Services:** If included in the final scope or as an additional service, the CxA shall: conduct seasonal testing on systems requiring verification under different operating conditions; participate in a warranty-period review, generally before expiration of the one-year correction period; review outstanding operational, control, or performance issues identified by the District; assist the District in documenting unresolved commissioning or warranty-related issues; and prepare a warranty-phase commissioning report.
- **Coordination & Independence:** The CxA will function as an **independent consultant** – not an employee or subcontractor of the General Contractor or Architect – reporting directly to the District (and through AG|CM, the Owner’s Rep Bond Program Manager). The Commissioning Agent must coordinate closely with the District’s project team, attend **Owner-Architect-Contractor (OAC) meetings** as needed, and communicate any issues promptly.

All services shall be performed in accordance with the District’s **Contract Documents**, including applicable plans and **Architect’s specifications for Commissioning**, which apply to Prop A projects), as well as **industry best practices** for building commissioning. The District’s **Architect Specifications Division 01 Commissioning requirements, approved submittals, and other project requirements**. The CxA shall use industry standard commissioning practices and shall coordinate its services with the Project team. The CxA will ensure those specification requirements are fully met during the commissioning process.

The District may award the base HVAC commissioning scope only, the alternate full MEP commissioning scope, or any combination of services determined to be in the District’s best interest.”

3. Submission Requirements

Interested firms must submit a **Statement of Qualifications** addressing the following, to demonstrate their qualifications and capability to perform the Commissioning services:

1. **Cover Letter and Firm Information:** A cover letter summarizing the firm’s interest and commitment to this project, and key contact information. Provide the firm’s legal name, office address, years in operation, primary services offered, and form of organization.
2. **Firm and Team Experience:** Describe the firm’s **experience in building commissioning for K-12 school projects** or similar facilities, particularly **HVAC commissioning** projects of comparable size and complexity to Natalia ISD’s Prop A. Include the number of years the firm has offered commissioning services, approximate number of projects per year, and a **list of systems or technologies** the firm has experience commissioning (e.g., HVAC, controls, electrical, etc.). Identify **proposed key personnel** (the lead Commissioning

Authority and any supporting team members or sub-consultants) and provide a brief profile of their relevant qualifications and project experience. Emphasize any projects where the **team members served as primary CxA on K-12 or similar public projects** over 100,000 sq ft, and any specialized expertise (e.g., professional engineering licensure, certified commissioning credentials, TAB or energy management experience).

3. **Licensing, Registration, and Credentials.** Respondent shall disclose whether it is registered or otherwise authorized to provide engineering services in Texas. Respondent shall identify any Texas-licensed professional engineer proposed for the project, including license number, discipline, role on the project, and whether such professional engineer will be responsible for any engineering services or engineering opinions provided as part of the Commissioning Agent scope. If Respondent does not provide engineering services, Respondent shall describe how it will perform the commissioning scope without engaging in the practice of engineering or shall identify any licensed subconsultant who will provide required engineering services. Respondent shall also identify all commissioning credentials held by proposed personnel, including CxA, CCP, BCxP, CBCP, or similar credentials.
4. **Project Approach and Scope Understanding:** Explain the proposed commissioning approach for this project. Discuss how your firm will manage communications and coordinate with the District's team (Owner, Program Manager, Architect, Contractor) to ensure efficient integration of the commissioning process. Outline your strategy for design review, functional testing, issue resolution, training verification, and reporting – demonstrating understanding of the project timeline and the need to commission systems in multiple phases (Segments A, B, C). Highlight any innovative methods or tools your team uses to validate system performance and track issues (e.g., data logging, trend analysis, use of commissioning software).
5. **Availability and Capacity:** Confirm the availability of key team members for the anticipated timeframe (mid-2026 through early 2027). Address the firm's capacity to handle this assignment given current and anticipated workload. The District expects the selected Commissioning Agent to commit resources to be responsive and present on-site as needed during crucial testing periods.
6. **References:** Provide at least three (3) client references from recent projects (preferably Texas K-12 school districts or similar educational/institutional clients) for which the firm provided commissioning services in the last 3–5 years. For each reference, include the district/organization name, project name, brief description of commissioned project (size/scope), and **reference contact name, title, phone, and email**.
7. **Required Forms:** Complete and include all required forms (see Section 7 “Required Forms & Certifications” below), properly executed and signed. These typically include conflict-of-interest disclosures (CIQ form), Felony Conviction Notice, Form 1295 Disclosure of Interested Parties (to be furnished prior to contract award), and a Proposal Acknowledgement Form confirming the firm's compliance with the RFQ terms.

SOQ Format: Submissions should be clear and concise, focusing on the firm's relevant expertise and approach. Emphasis should be placed on answering the RFQ requirements in order. Marketing

materials and generic information not relevant to this RFQ are discouraged. If the firm anticipates requiring the District to sign a separate service agreement, a **copy of the proposed agreement should be included** for review.

Submission Instructions:

- **Due Date & Time:** July 10, 2026, no later than **2:00 PM (Central Time)**. Late submissions will **not** be considered.
- **Delivery:** Submit one (1) **original printed** SOQ (marked “Original”), two (2) **bound copies**, and one (1) **electronic copy** on USB drive. Sealed submissions must be delivered to *801 Pearson St, Natalia, TX 78059*, clearly labeled with **RFQ title** on the envelope. E-mailed or faxed submissions **will not** be accepted.

4. Procurement Process & Schedule

Natalia ISD will utilize a **multi-step qualifications-based selection process**, as authorized for professional services. No pricing information is to be provided with the RFQ response. The tentative procurement schedule is as follows:

Milestone/Event	Date (2026)	Notes
RFQ Advertisement #1	Wednesday, July 1, 2026	Published in major Texas newspaper (e.g., <i>San Antonio Express-News</i>), District website, and Builders Virtual Exchange (BVX).
RFQ Advertisement #2	Wednesday, July 8, 2026	Second notice in newspaper (required for public entities). Also posted on BVX and District's website.
RFQ Issue Date	Wednesday, July 1, 2026	RFQ available for download from District website and BVX on first advertisement date.
Non-Mandatory Pre-Submittal Meeting	Wednesday, July 8, 2026, 10:00 AM	(Optional) At Natalia ISD Admin Office (with a site walkthrough of Segment A). Q&A for prospective firms.
Deadline for Questions	Thursday, July 8, 2026, 5:00 PM	Last day to submit written questions (via email to District contact).
Addendum Issued (if needed)	Thursday, July 9, 2026	Addendum (Q&A responses, clarifications) posted on District website and distributed to known plan-holders.
SOQ Submittals Due	Friday, July 10, 2026 by 2:00 PM	Deadline for sealed Statement of Qualifications (no late submissions accepted).
Evaluation & Shortlisting	July 10 – July 13, 2026	District evaluation committee reviews SOQs and selects top-ranked firm(s) for possible interviews.
Board of Trustees Approval	Monday, July 20, 2026	Board Meeting (mid-July) to approve the top-ranked firm selection; authorizes contract negotiations.
Contract Negotiation (top firm)	~July 21–22, 2026	Negotiate scope and fee (per Gov't Code §2254.027) with top-ranked firm (or next-ranked if needed).
Contract Execution & Notice to Proceed	~July 22, 2026 (est.)	Target to have Commissioning Agent under contract before HVAC system start-up in Segment A (expected late July).

Advertising & Publication: In accordance with Texas law for school district procurements, the RFQ will be publicly advertised in a newspaper of general circulation for two consecutive weeks, with the first publication date at least 14 days prior to the submittal deadline. The RFQ will also be posted on the District's official website and distributed via Virtual Builders Exchange (VBX) and other plan services to ensure broad outreach. As a courtesy, known firms may be notified directly, but it is the respondent's responsibility to obtain all RFQ documents and any addenda. All addenda will be posted on the same platforms and distributed to known holders of the RFQ.

Communication & Inquiries: All questions or requests for clarification concerning this RFQ must be submitted in writing via email to the designated District contact by the stated deadline. Oral communications or answers by any persons are not binding. Official responses to timely

questions will be provided in an Addendum issued to all prospective proposers. Proposers have the responsibility to ensure they have obtained all such addenda prior to submitting qualifications.

Evaluation Process: The District's selection committee will review and score the SOQs based on the Evaluation Criteria outlined in Section 5 below. Using these scores, the District may shortlist the most qualified firms for further evaluation (e.g., interviews or presentations). If interviews are conducted, they will focus on clarifying the firm's qualifications, project approach, and ability to meet the District's needs. The District will then rank the finalists in order of overall qualifications.

Contract Award: The District intends to recommend contract award to the highest-ranked firm as determined through the above process. No contract will be awarded solely on the basis of price, in compliance with Texas Gov't Code §2254. Instead, after Board of Trustees approval of the ranking, the District (through its administration or Board designee) will attempt to negotiate a contract with the top-ranked firm. If an acceptable agreement (including reasonable fee) cannot be reached, the District will formally close negotiations with that firm and proceed to the second-ranked firm, and so on, until a contract is successfully negotiated (per Texas Gov't Code §2254.027). The final contract will then be executed upon successful negotiation, and a Notice to Proceed will be issued to the Commissioning Agent.

Tentative Commissioning Services Timeline: The Commissioning Agent's work is expected to begin immediately upon contract execution (target late **July 2026**) and continue through the completion of all Prop A project segments, with final commissioning close-out anticipated by **April 2027** as the projects reach substantial completion.

5. Evaluation Criteria

The District will evaluate and rank Statements of Qualifications **in accordance with Texas law** governing qualifications-based selection of professional services. Selection will be based on demonstrated competence and qualifications. Fees, rates, reimbursable expenses, or other pricing information shall not be submitted with the Statement of Qualifications and will not be considered in the initial evaluation or ranking. Responses will be evaluated based on the following criteria:

- **Firm & Team Qualifications (Experience and Capability) – Weight: 35%.** The District will consider demonstrated experience, qualifications, and capability of the firm and proposed key personnel to perform commissioning services for projects of similar scope (HVAC/MEP commissioning), complexity, and scale. K-12 or public-sector experience is strongly valued. The District may also consider depth of resources, relevant technical certifications, licenses (e.g., P.E., CxA, CCP, etc.), or similar credentials, and the firm's track record of successful project outcomes (on schedule, on budget) will be considered.

- **Project Approach & Methodology – Weight: 20%.** The clarity and feasibility of the proposer's methodology for performing commissioning services, tasks, coordinating with the project team, and adding value to the project (e.g., thorough design reviews, effective issues management, creative solutions for system optimization).

- **Capacity & Availability – Weight: 10%.** The firm's ability to commit sufficient, appropriately qualified staff to meet the project schedule and requirements. The District may consider current and anticipated workload, responsiveness, and proximity of resources, ability to attend meetings and site visits, and ability to be present during critical testing and closeout periods.

- **References & Past Performance – Weight: 35%.** The District will consider feedback from listed client references and other available performance information regarding the firm's quality of service, communication, ability to meet project goals, ability to work collaboratively with the Project team. The District may contact listed references and may also consider prior experience with the firm or information from other clients, including the firm's reputation for scheduling, technical competence, and client satisfaction.

Note: Price is not a criterion under this RFQ and will not be considered in the evaluation, consistent with Texas Govt Code §2254 requirements for professional services. The District reserves the right to request additional information or clarifications, and to schedule interviews with top respondents as described above. Final selection will be based on demonstrated competence and qualifications and the District's determination of the most highly qualified firm.

6. Terms and Conditions

- **No Reimbursement for Costs:** All costs associated with responding to this RFQ (e.g., preparing the SOQ, attending meetings or interviews) are solely at the respondent's expense. Natalia ISD is under no obligation to award a contract or to reimburse any costs.

- **Right to Reject and Modify:** The District reserves the right to reject any or all submittals and to cancel, issue addenda, or modify this solicitation at any time, in accordance with applicable law. The District may waive minor technicalities or irregularities in any submission.

- **Public Information:** All SOQs and (upon award) the resulting contract become public records under the Texas Public Information Act. Proprietary or confidential information must be clearly marked as such in the SOQ (although note that pricing and service descriptions are generally not considered confidential after award by Texas law).

- **Form of Contract:** The selected firm will be required to enter into a District-approved professional services/consultant agreement for Commissioning Agent services. The agreement may incorporate this RFQ, any addenda, the selected firm's Statement of Qualifications, the negotiated scope of services, and any negotiated modifications approved by the District. To the extent of any conflict, the final written agreement approved by the District shall control.

The District reserves the right to use its own professional services/consultant agreement or an industry form modified to include District-required terms. Any proposed terms, conditions, exceptions, or separate agreement requested by a respondent must be submitted with the Statement of Qualifications for District review. Submission of proposed terms does not bind the District and shall not be deemed accepted unless expressly included in the final written agreement executed by the District.

The final agreement shall include all applicable legal and District-required provisions, including, as applicable, provisions regarding Texas Government Code Chapter 2251 prompt payment requirements, termination for convenience, termination for cause, non-performance remedies, insurance, indemnity, no waiver of governmental immunity, public information, records retention, conflict-of-interest disclosures, required statutory certifications, ownership and use of documents, and compliance with District policies and applicable law.

- Fees, rates, reimbursable expenses, and other pricing terms shall be negotiated only after the District has ranked the firms and selected the most highly qualified firm for negotiation in accordance with applicable law.**Background Checks:** The Commissioning Agent's personnel who will visit Natalia ISD campuses must comply with Texas Education Code §22.0834 regarding criminal background checks before commencing work on site. The selected firm will be required to certify that all personnel assigned to this project have passed the required background checks and meet District safety/security policies.

- **Board Approval & Form 1295:** Any contract award stemming from this RFQ is subject to approval by the Natalia ISD Board of Trustees. Prior to final contract execution, the successful firm must provide a notarized Form 1295 (Texas Ethics Commission Certificate of Interested Parties) in compliance with Texas Government Code §2252.908.

- **Insurance:** The selected Commissioning Agent shall, at its sole cost and expense, maintain insurance coverage in types and amounts acceptable to the District throughout the term of the agreement. At a minimum, the selected firm shall maintain the following coverage:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 general aggregate, including coverage for bodily injury, property damage, contractual liability, and completed operations, as applicable.
2. **Automobile Liability:** \$1,000,000 combined single limit for owned, hired, and non-owned vehicles.
3. **Workers' Compensation:** Statutory limits as required by Texas law.
4. **Employer's Liability:** \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
5. **Professional Liability / Errors and Omissions:** \$1,000,000 per claim and \$2,000,000 aggregate, covering professional services performed by the Commissioning Agent and its subconsultants.
6. **Umbrella or Excess Liability:** If required by the District, \$2,000,000 or such higher amount as may be required based on the final scope of services.

The selected firm shall provide certificates of insurance and required endorsements before execution of the agreement. The District shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies, to the extent applicable. The policies shall include a waiver of subrogation in favor of the District where available. Insurance shall be written by companies authorized to do business in Texas and acceptable to the District. The Commissioning Agent shall maintain required coverage for the duration of the agreement, and any claims-made Professional Liability coverage shall be maintained for not less than eight years after completion of services or replaced with an extended reporting period acceptable to the District.

- **Standard of Care:** The Commissioning Agent shall perform its services with the professional skill and care ordinarily provided by qualified commissioning professionals performing similar services for similar public school construction projects in Texas.

• **Commissioning Agent Deliverables:** The CxA shall provide at a minimum, the following deliverables for the commissioned systems included in the authorized scope of services. Deliverables shall be provided in a format acceptable to the District and shall be submitted to the District, the Owner's representative/Program Manager, and other Project Team members as directed by the District.

1. The Commissioning Agent shall assist the District and project team in developing, reviewing, or documenting the Owner's Project Requirements ("OPR") for the commissioned systems. The deliverable shall identify the District's performance expectations, operational requirements, maintenance considerations, training expectations, and acceptance criteria for commissioned systems.

2. The Commissioning Agent shall prepare and maintain a project-specific Commissioning Plan identifying the commissioning scope, commissioned systems, roles and responsibilities, communication procedures, commissioning schedule, required meetings, documentation requirements, testing procedures, issue-resolution process, and closeout requirements. The Commissioning Plan shall be updated as reasonably necessary during design, construction, testing, and closeout.

3. As applicable to the project phase and available documents, the Commissioning Agent shall review design documents for commissionability, coordination, access, maintainability, testing requirements, controls integration, and consistency with the OPR and Basis of Design. The Commissioning Agent shall provide written design review comments and shall track significant commissioning-related comments through response or resolution.

4. The Commissioning Agent shall review the Project Manual and commissioning-related specifications for commissioned systems. If the Contract Documents do not adequately address commissioning responsibilities, testing requirements, documentation, training, or closeout obligations, the Commissioning Agent shall provide recommended commissioning specification language or supplemental requirements for consideration by the District and design team.

5. The Commissioning Agent shall conduct or participate in commissioning meetings, including a commissioning kickoff meeting and periodic commissioning coordination meetings. The Commissioning Agent shall prepare meeting agendas and meeting notes, or provide commissioning-related input into meeting records, as directed by the District.

6. The Commissioning Agent shall review submittals for commissioned systems for commissioning-related purposes, including equipment, controls, sequences, integration requirements, testing requirements, access, maintainability, and consistency with the OPR, Basis of Design, and Contract Documents. For the base scope, submittal review shall include HVAC equipment, building automation/controls systems, and related base-scope interfaces. Electrical and plumbing submittals shall be reviewed only to the extent necessary for HVAC controls, life-safety integration, emergency shutdown, or other authorized base-scope commissioning interfaces, unless the District authorizes the alternate full MEP commissioning scope.

7. The Commissioning Agent shall conduct site visits at appropriate intervals and during critical installation and testing periods. Following each site visit, the Commissioning Agent shall provide a written field observation report identifying observed commissioning-related issues,

apparent deficiencies, incomplete work, coordination items, testing concerns, and recommended follow-up actions.

8. The Commissioning Agent shall prepare, maintain, and regularly update a Commissioning Issues Log. The log shall identify open, pending, and resolved commissioning issues; responsible parties; dates identified; required corrective action; status; and date of resolution or retesting. The Issues Log shall be provided to the District and Project team on a regular basis and before substantial completion, final completion, and closeout.

9. The Commissioning Agent shall prepare pre-functional checklists for commissioned systems and equipment. The checklists shall be used to document installation readiness, startup status, required inspections, equipment data, controls readiness, TAB coordination, and other prerequisites to functional performance testing.

10. The Commissioning Agent shall prepare functional performance test procedures for commissioned systems. Test procedures shall identify the system or equipment to be tested, prerequisites, testing steps, expected performance, acceptance criteria, required participants, instrumentation or trend data required, and documentation requirements.

11. The Commissioning Agent shall observe, coordinate, and document functional performance testing for commissioned systems. The Commissioning Agent shall provide written testing reports identifying tests performed, participants, date of testing, test results, deficiencies, failed or incomplete tests, corrective actions required, and retesting status.

12. For systems within the authorized scope, the Commissioning Agent shall document review and verification of building automation systems, controls sequences, schedules, setpoints, alarms, trends, sensors, points, graphics, and system integration as applicable to the commissioned systems.

13. The Commissioning Agent shall review Testing, Adjusting, and Balancing reports for commissioned systems and provide written comments identifying apparent inconsistencies, incomplete information, values outside specified tolerances, or items requiring clarification, correction, or retesting.

14. The Commissioning Agent shall review proposed owner-training agendas, materials, and training records for commissioned systems. The Commissioning Agent shall observe or participate in owner training as requested by the District and shall provide written verification of training completed, training deficiencies, and any recommended follow-up training.

15. The Commissioning Agent shall review operations and maintenance manuals for commissioned systems for completeness related to system operation, controls, maintenance requirements, warranties, testing records, training materials, and closeout documentation. The Commissioning Agent shall provide written comments identifying missing or incomplete information.

16. Before substantial completion, or at another milestone directed by the District, the Commissioning Agent shall provide a written commissioning status report identifying completed

commissioning activities, incomplete testing, open issues, unresolved deficiencies, items affecting occupancy or system performance, and recommendations for completion or follow-up.

17. The Commissioning Agent shall prepare a final commissioning report documenting the commissioning process and results. The final report shall include, at a minimum, the commissioning scope, commissioned systems, summary of design reviews, submittal reviews, site observations, pre-functional checklist status, functional performance testing results, TAB review status, owner training status, O&M review status, unresolved issues, corrective actions, retesting results, and recommendations. The final commissioning report shall state whether, based on the Commissioning Agent's observations, testing, and documentation, the commissioned systems were demonstrated to perform in general accordance with the Contract Documents, OPR, Basis of Design, approved submittals, and applicable commissioning requirements.

18. If seasonal testing is required by the Contract Documents or authorized by the District, the Commissioning Agent shall perform or witness seasonal testing and prepare a seasonal testing report identifying tests performed, results, deficiencies, corrective actions, and any required retesting.

19. If warranty-phase services are included in the authorized scope, the Commissioning Agent shall conduct a warranty-period review before expiration of the applicable correction or warranty period. The Commissioning Agent shall prepare a written warranty-phase report identifying outstanding operational issues, unresolved commissioning issues, system performance concerns, recommended corrective action, and items that may require warranty follow-up.

20. At project closeout, the Commissioning Agent shall provide a final deliverables package, organized by project, campus, phase, or system as directed by the District. The package shall include final versions of all commissioning deliverables, including reports, checklists, test procedures, testing results, issues logs, training verification, O&M review comments, TAB review comments, and warranty or seasonal testing documentation, if applicable.

Note: The Commissioning Agent's deliverables shall not relieve the Architect, Engineers, Construction Manager, subcontractors, testing and balancing contractor, inspectors, or authorities having jurisdiction of their respective responsibilities. The Commissioning Agent's review, observation, testing, or reporting shall not constitute approval of defective or nonconforming work, acceptance of the Work, or assumption of responsibility for design, code compliance, construction means and methods, job-site safety, or contractor quality-control obligations.

Compliance with Law: The respondent must comply with all federal, state, and local laws applicable to this solicitation.

- **Compliance with License Requirements.** The selected Commissioning Agent shall be properly qualified, registered, licensed, or otherwise authorized to perform the services required by the final scope of services. To the extent any services constitute the practice of engineering under Texas law, such services shall be performed by or under the responsible charge of a professional engineer licensed in the State of Texas, and the firm shall be registered or authorized to offer engineering services in Texas, if required by applicable law. Commissioning certifications are preferred qualifications but do not substitute for any professional license required by law.

- **Criminal History / Contractor Certification.** The selected Commissioning Agent shall comply with all applicable criminal history, fingerprinting, and background check requirements, including Texas Education Code Chapter 22, Subchapter C, as applicable. Before contract execution and before providing services on District property, the selected Commissioning Agent shall complete and submit the District's Contractor/Consultant Certification for, attached as Attachment G, regarding covered employees.

- **Termination.** The final agreement shall include provisions allowing the District to terminate the agreement, in whole or in part, for convenience upon written notice to the Commissioning Agent. In the event of termination for convenience, the Commissioning Agent shall be compensated only for authorized services properly performed and approved reimbursable expenses incurred before the effective date of termination, subject to the terms of the final agreement. The final agreement shall also include provisions allowing the District to terminate the agreement for cause, including failure to perform the services in accordance with the agreement, failure to provide required deliverables, failure to meet the project schedule, failure to maintain required insurance, failure to comply with applicable law or District requirements, misrepresentation, unresolved conflict of interest, or other material breach. The District reserves all rights and remedies available under the agreement, at law, or in equity.

- **Suspension of Services.** The District may suspend all or part of the Commissioning Agent's services upon written notice. In the event of suspension, the Commissioning Agent shall stop work as directed by the District and shall resume services only upon written authorization from the District. Compensation during any suspension shall be limited to authorized services properly performed before the effective date of suspension, unless otherwise agreed in writing by the District.

- **Indemnification.** The final agreement shall include an indemnification provision acceptable to the District and consistent with applicable law. At a minimum, the Commissioning Agent shall be required, to the fullest extent permitted by law, to indemnify and hold harmless the District and its trustees, officers, employees, agents, and representatives from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, willful misconduct, or breach of the agreement by the Commissioning Agent or its employees, agents, consultants, subconsultants, subcontractors, or other persons or entities for whom the Commissioning Agent is legally responsible. The indemnification provision shall not require the Commissioning Agent to indemnify the District for the District's own negligence, willful misconduct, or breach of contract, except to the extent permitted by applicable law. Any duty to defend, if included in the final agreement, shall be limited to the extent permitted by applicable law and shall not exceed the Commissioning Agent's legally permissible obligations for claims arising from the Commissioning Agent's own negligent acts, errors, omissions, willful misconduct, or breach. For purposes of indemnification, the Commissioning Agent shall be responsible for the acts, errors,

omissions, negligence, and willful misconduct of its employees, agents, consultants, subconsultants, subcontractors, and any other persons or entities providing services on behalf of the Commissioning Agent.

- **Licensing and Credentials.** The Commissioning Agent shall be properly qualified and authorized to perform the services required by this RFQ. To the extent any services constitute the practice of engineering under Texas law, such services shall be performed by or under the responsible charge of a professional engineer licensed in the State of Texas, and the firm shall be properly registered or authorized to offer engineering services in Texas, if required by applicable law. The Respondent shall identify all Texas-licensed professional engineers proposed for the project, including license numbers and disciplines, and shall identify all commissioning credentials held by proposed personnel, including CxA, CCP, BCxP, CBCP, or similar credentials. Commissioning certifications are preferred qualifications but do not substitute for any professional license required by Texas law.

Additional Terms and Conditions. The final agreement shall include the District's standard terms and conditions and any additional provisions required by applicable law, District policy, or the final negotiated scope of services. Submission of a Statement of Qualifications constitutes the respondent's acknowledgement that the selected firm will be required to execute an agreement in a form acceptable to the District. No respondent-proposed terms, conditions, limitations, or exceptions shall be binding on the District unless expressly accepted by the District and included in the final written agreement executed by the parties. The District reserves the right to modify, supplement, or negotiate contract terms as necessary to protect the District's interests and comply with applicable law.

7. Required Forms & Attachments

Respondents must complete, sign, and submit the following forms (provided in the **Attachments** section of this RFQ) with their SOQ:

- **Attachment A – Proposal Response Form:** A cover sheet for your SOQ indicating company name, address, authorized signature, and acknowledgment of any addenda.
- **Attachment B – Vendor Questionnaire & References:** Form to capture general firm information and narrative responses (as outlined in Section 3 above), plus past project experience, and reference contact details.
- **Attachment C – Exceptions Form:** to note any exceptions or deviations from the RFQ requirements or terms (if none, indicate "None").
- **Attachment D – Felony Conviction Notice:** as required by Texas Education Code §44.034, certifying whether the firm or its principal owners have any felony convictions (with details if so).
- **Attachment E – Conflict of Interest Questionnaire (Form CIQ):** required by Texas Local Government Code Chapter 176.
- **Attachment F – Proposal Checklist:** (optional) to ensure all components are submitted.

- **Attachment G** – Criminal History / Consultant Certification. **NOTE:** *Respondents are not required to submit Criminal History/ Consultant Certification with the Statement of Qualifications. The selected firm shall provide the completed form before execution of the Agreement, purchase order, before payment set up or as required by the District.*
- **Attachment H** –IRS Form W-9 to be provided by the selected firm before contract execution. **NOTE:** *Respondents are not required to submit an IRS Form W-9 with the Statement of Qualifications. The selected firm shall provide a completed W-9 before execution of an Agreement, purchase order, or before payment setup, as required by the District.*

Submissions that **omit any required forms or information may be deemed non-responsive.** The District reserves the right to request correction of minor omissions or clerical errors at its discretion.

We appreciate your interest in working with Natalia ISD. This RFQ represents a significant step in delivering high-quality, energy-efficient school facilities for our community. The District looks forward to reviewing your qualifications for Commissioning Agent services.

For any questions regarding this RFQ, please contact the undersigned by email before the deadline for questions. **Thank you for your time and effort in preparing your response.**

ATTACHMENT A

PROPOSAL FORM

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

We, _____,
(Company Name)

of, _____,
(Business Address) (Zip Code)

The undersigned, having fully and carefully read and examined the Request for Proposal (RFP) Documents, Enclosures and Addenda, hereby offers to Natalia Independent School District a Proposal for **HVAC Commissioning Services** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following:

- a. Represents that to the best of its knowledge it is not indebted to the Natalia Independent School District. Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.
- c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

ADDENDA ACKNOWLEDGEMENT

Acknowledgement is hereby made of receipt of the following addenda to this PROPOSAL document:

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Signatures: Signed and submitted by:

(Signature of person authorized to sign)

(Print name of person authorized to sign)

Name of person to contact regarding this Proposal: _____

Title: _____

Telephone #: _____

ATTACHMENT B VENDOR QUESTIONNAIRE

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

PART I - GENERAL INFORMATION

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

Prospective Bidder Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

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

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

Provide the number of years in business under present name: _____

2. Account Representative: List the account representative information that would service the District's account, if awarded.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____ Fax: _____

Email Address: _____

3. Remittance Information:

Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by Natalia Independent School District, if different from vendor information above.

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

PART II - REFERENCES: Provide a minimum of three (3) references that Respondent has provided like services or supplies to within the past three (3) years, preferably with K-12 School Districts. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference 1:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

Reference 2:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

Reference 3:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

COMMISSIONING FIRM EXPERIENCE
 FILL OUT A SEPARATE FORM FOR EACH PERSON ON THE TEAM

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

DESCRIPTION OF BUSINESS

COMMISSIONING ACTIVITIES

Percentage of overall business devoted to commissioning services _____%

How long has the firm offered commissioning services _____ years

Average number of K-12 commissioning projects performed each year: _____ Projects

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

- Pkg or Split HVAC • HVAC Controls Specific Experience
- Commercial refrigeration • Chiller system

ALTERNATE FULL MEP COMMISSIONING EXPERIENCE, IF APPLICABLE: (CHECK ALL THAT APPLY)

- Domestic water systems • Domestic hot water systems • Sanitary sewer / vent systems
- Storm drainage / overflow systems • Emergency generators • Automatic transfer switches
- Emergency power systems • Lighting controls • Electrical distribution systems
- Fire alarm / life-safety interfaces • Security/access-control interface

NUMBER OF REGISTERED ENGINEERS ON STAFF WHO HAVE DIRECTED COMMISSIONING PROJECTS: _____

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

Building Sector			
• K-12 schools			
• Higher Education			
• Hospitals			
• Laboratories			
• Public Schools or universities			
• Governmental Entities			
• Industrial / Manufacturing			

• Municipal / County Facilities			
• Public Institution Facilities, etc.			

COMMISSIONING TASK EXPERIENCE LISTING ON SIMILAR PROJECTS

FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

KEY:

Design Review: Reviewed design and provided comment during design phase

Cx Plan: Wrote the commissioning plan

Specifications: Wrote commissioning specifications for construction team

Funct. T. Plans: Wrote functional test procedures

Witnessed FT: Witnessed and documented functional tests

Data/Trending: Used data loggers or EMS trend logs for testing

Training: Developed or approved staff training

Review O&Ms: Reviewed completed O&M manuals

CP in firm: Commissioning provider was part of the firm

Supervised CP: Supervised commissioning provider subconsultant

Worked w/CP: Worked with a commissioning provider hired by

to the firm

others

[illegible]

ATTACHMENT C

EXCEPTIONS TO THIS SOLICITATION

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

☐ No

☐ Yes

If yes, noted in writing herein. _____

(Attach additional Pages if necessary)

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

ATTACHMENT D

FELONY CONVICTION NOTICE

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 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 (**Sign under ITEM A**)

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: _____

- 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.

Name of Felon(s): _____
(Attach additional sheet if necessary.)

Details of Conviction(s): _____
(Attach additional sheet if necessary.)

Signature of Company Official: _____

**ATTACHMENT E
CONFLICT OF INTEREST FORM**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. _____		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

ATTACHMENT F

PROPOSAL CHECKLIST

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

Placement Order in Proposal	Document	Check to Indicate included in Proposal
1	*Proposal Form - Attachment A	
2	Vendor Questionnaire and References - Attachment B	
3	Exceptions to this Solicitation - Attachment C	
4	*Felony Conviction Notice - Attachment D	
5	*Conflict of Interest Form CIQ - Attachment E http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm	
	Proposal copies should be provided as follows: One (1) Original, Two (2) Copies and One (1) Electronic Copy on a Flash/Thumb Drive.	

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

ATTACHMENT G
CRIMINAL HISTORY/CONSULTANT CERTIFICATION

Definitions:

Covered employees: Employees, agents, consultants, subcontractors, or other personnel who have or will have continuing duties related to the provided services to be performed at or on the campus of a District facility **and** have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

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

Consultant: The firm or individual submitting this certification, including its employees, agents, consultants, subconsultants, subcontractors, and any other personnel providing services on behalf of the Consultant under the agreement.

On behalf of **Name of Firm:** _____ (“Consultant”), I certify that [check one]:

☐ **Individual Consultant/No Employees.** Consultant has no employees; Consultant provides services to the District as an individual and has or will have direct contact with students. Consultant certifies that Consultant does not have a disqualifying criminal history. Consultant further certifies that Consultant will not use any subconsultant, subcontractor, agent, or other personnel to provide services on District property unless such personnel comply with this certification.

Or

☐ **No Covered Employees.** None of Consultant’s employees, agents, consultants, subconsultants, subcontractors, or other personnel are *covered employees*, as defined above. If this box is checked, Consultant further certifies that Consultant has taken precautions or imposed conditions to ensure that Consultant’s employees will not become *covered employees*. Consultant will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ **Covered Employees.** Some or all of Consultant’s employees, agents, consultants, subconsultants, or subcontractors, or other personnel are *covered employees*. If this box is checked, Consultant further certifies that:

1. Consultant has obtained all required criminal history record information regarding its covered employees, including covered employees of any subconsultant, or subcontractor providing services on behalf of Consultant. None of the covered employees has a disqualifying criminal history.
2. Consultant shall not permit any covered employee to provide services on District property unless Consultant has verified compliance with applicable criminal history requirements.

3. If Consultant receives information that a covered employee subsequently has a disqualifying criminal history, Consultant will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
4. Upon request, Consultant will provide the District with the name and any other requested information of covered employees, including covered employees of any subconsultant or subcontractor, so that the District may obtain criminal history record information on the covered employees.
5. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Consultant agrees to discontinue using the covered employee to provide services at the District.
6. Consultant is responsible for ensuring compliance with this certification by all of its employees, agents, consultants, subconsultants, subcontractors, and other personnel providing services under the agreement.

Consultant shall not assign, subcontract, or delegate services requiring access to District property without ensuring compliance with this certification and any applicable District access requirements.

Noncompliance or misrepresentation regarding this certification may be grounds for disqualification, denial of access to District property, withholding of payment, or contract termination.

Signature

Date