

Request for Qualifications

19RFQ120 – On Call Abatement Services Campus Support

Date	Event
February 28, 2019 March 7, 2019	Advertise/Issue Date
March 7, 2019	Pre-Proposal Conference at 2:00PM Austin ISD Carruth Administration Center 1111 West 6th Street, Board Room, B-100. PLEASE ALLOW TIME TO PARK!
March 11, 2019	Due Date for Questions by 5:00 pm
March 15, 2019	Questions and Answers and final addendum posted on our website
March 26, 2019	RFQ opening / due date at 2:00 pm CST
May 20, 2019	AIISD Board Meeting for review/approval

Deliver Sealed Proposals to: Austin ISD Construction Management 812 San Antonio Street, Suite 200 Austin, Texas 78701	Contact: Jennifer Nix Contract & Procurement Services Phone: 512-414-2241 jennifer.nix@austinisd.org
--	--

- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: *Questions: 19RFQ120 – On Call Abatement Services Campus Support*
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - Required**
 - One (1) hard copy marked “original” – include signed “required” forms
 - Requested**
 - One (1) digital copy on a flash drive – include signed “required” forms
 - One (1) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror and the RFQ number and Title above.**

EXECUTION OF RESPONSE FORM

RESPONDENT'S CERTIFICATION AND DISCLAIMER STATEMENT

Failure to complete and sign this form will result in disqualification of response.

The undersigned Respondent, by signing and executing this response, certifies and represents to Austin Independent School District (AISD) that the Respondent has read and is familiar with all requirements, and if awarded a contract, will comply with AISD's Contract, and Attachment A hereto titled **Master Services Agreement**, which includes the certifications and assurances enclosed with this response. All information contained in this RFQ response, including the information provided in regard to Section 2.1 is, to the best of the undersigned's knowledge and belief, true, complete and accurate.

The authorized agent who signs below must be legally authorized to bind the organization.

Tax Identification Number (TIN): _____

Federal Employer's Identification No. or
Social Security No. (If sole owner)

____ _ -- ____ _ -- ____ _

Legal Company Name: _____

(Printed or Typed)

D/B/A (if applicable): _____

Address: _____

City, State, Zip: _____

Phone No. : (_____) _____

Fax No. : (_____) _____

Signature of Authorized Agent: _____

(Required Signature)

Name and Title: _____

(Printed or Typed)

Date: _____

Check Box if respondent is a Historically Underutilized Business (HUB).

1.0 Selection Process For Request For Qualifications (RFQ):

DO NOT SUBMIT PRICING INFORMATION

The successful Respondent(s) shall be selected by AISD using a two step method in accordance with the Professional Services Procurement Act:

Step One:

Initial selection shall be based on the demonstrated competence of the individual(s) or business entity (or entities) that is (are) to provide the services.

Oral presentations may be required; however, the most highly qualified respondent(s) may be selected on the basis of the evaluation of the written response(s) alone.

Step Two:

Following the initial selection of the most highly qualified respondent(s) according to Step One, AISD Contract and Procurement will enter into negotiations for mutually acceptable terms and conditions, including a fair and reasonable price.

If AISD Contract and Procurement is unable to negotiate a satisfactory contract with the most highly qualified respondent(s), AISD shall formally end negotiations with that respondent(s) and begin negotiations with other qualified respondent(s).

NEGOTIATIONS:

- The Executive Director or his designee shall supervise all negotiations.
- Respondent may be required to submit additional data during the process of any negotiations.
- AISD reserves the right to negotiate the price and any other terms with the successful respondent(s).

2.0 Request For Qualifications Requirements:

2.1 Response must be typewritten or printed in ink.

2.2 Each response should be placed in a separate envelope or box and properly identified with RFQ number, due date and time. Response must be time stamped at the AISD Contract and Procurement Department on or before the hour and date specified for submission. It is the respondent's responsibility to have the response correctly marked and to the AISD Contract and Procurement office by the specified date and time due for receipt.

2.3 Any response may be withdrawn in writing prior to the due date and time set for receipt. Any response not so withdrawn shall constitute an irrevocable response and may not be withdrawn by the respondent without the permission of the Contract and Procurement Department for a period of ninety (90) days.

2.4 Late responses or modifications will not be considered under any circumstances.

2.5 Purchases made for school district use are exempt from the State Sales Tax.

2.6 Telegraphic or other electronically submitted responses will not be considered. Facsimile (FAX) responses will not be accepted.

2.7 Any response or bond signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

2.8 Deleted

2.9 Deleted

2.10 Deleted

2.11 **RFQ STATEMENT OF WORK (SOW) FORMAT**

A. GENERAL INFORMATION

A.1 Introduction:

AISD is seeking qualified environmental consultants with applicable expertise, certifications and demonstrated expertise to provide various environmental related services, including asbestos, mold, lead as well as mercury and PCB.

A.2 Background:

These services are solicited in support of AISD's various design and construction activities as well as various other facility related operations.

A.3 Scope of Work:

Services may include the identification, testing (materials, air monitoring, etc.), and design of remediation (abatement and/or encapsulation) of asbestos containing material (ACM), mold and lead-based-paint (LPB) and other lead containing materials, and mercury PCB substances, and any other regulated hazardous materials including the depiction of such on or adjacent to all accurately identified types of building materials, systems, and equipment in the form of architectural/engineering drawings, specifications, and reports, as well as the design and construction administration of the replacement of affected building materials, systems, and equipment. Services may also include activities of certified industrial hygienist. All services provided are to be in full compliance with all applicable laws, rules, and regulations. Firm or Company must have the ability to respond within 24 hours of AISD request for services, and within 4 hours or less in asbestos emergency response services. The Firm(s) will also provide necessary "clean air" certificates as necessary.

B. RESPONDENT QUALIFICATIONS

Respondent must demonstrate that they possess all of the following qualifications:

B.1 Experience: A minimum of 5 years of successfully providing Environmental Consulting services included in Section 2.11 A.3 (above).

B.2 License(s), Accreditation(s) and Certification(s):

Respondent must be licensed to practice Environmental Consulting in the State of Texas, as well as all other accreditations, certifications and designations of expertise necessary to provide the services specified herein. Licenses and Certifications shall be identified consistent with Industry Standards including those listed in Section 2.11 A.3 above, if any. These shall be listed on no more than one (1) page.

B.3 NOT USED

B.4 Conflicts of Interest:

- a. The respondent and all sub-consultants, if any, must not be a part of, or have ownership in, an asbestos abatement contracting company, a lead abatement contracting company, or a mold remediation company licensed or certified in the State of Texas.
- b. The respondent is advised to determine if it is required under Chapter 176 of the Texas Local Government Code (as amended by H.B. 1491, 80th Legislature, Regular Session) to file a completed conflict of interest questionnaire with AISD. If respondent is required by law to complete the questionnaire, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted on-line at <https://www.austinisd.org/cp/cis>

C. SUPPORTING INFORMATION

C.1 AISD Master Services Agreement

This agreement (see Attachment “A” hereto) includes various provisions including professional liability coverage, and related requirements.

C.2 Period of Performance:

Term - The term of this contract will be One (1) Year with the Option, at the sole discretion of AISD, to extend the contract for Four (4) additional One (1) Year periods.

2.12 REQUIRED DOCUMENTATION

All responses must be complete and convey all of the information requested in order to be considered responsive. If the response fails to conform to any requirement of the RFQ, AISD, Contracts and Procurement Services alone will determine whether the defect is significant and, therefore, may not be considered for award. Only the information provided with the response, addendums, materials submitted in response to AISD’s request for additional information will be used in the evaluation process and award determination.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION.

This mandatory documentation should be organized, numbered, and submitted in the order shown below, and included with the original and each copy of the response.

1. The completed *EXECUTION OF RESPONSE FORM*.
2. An Executive summary not to exceed 2 pages must briefly address and demonstrate
 - a) the respondent’s understanding of and experience providing the services requested,
 - b) the respondent’s commitment to provide services described in this RFQ, and
 - c) statement explaining why the respondent believes itself to be qualified to provide the required services.
3. Provide detailed description of respondent’s experience for all requirements identified in Section 2.11 above including experience:
 - a) Conducting Geotechnical Field Work including drilling.
 - b) Performing Laboratory work including soil lab testing.
 - c) Conducting Materials Testing, for concrete, steel, reinforcing bar, and Asphalt.
 - d) Reporting.
4. Describe all experience in the Central Texas area (beginning with AISD or other school districts) over the last three (3) years. List a point of contact at each, a telephone number, the dollar value of the environmental consulting firm’s contract, whether the contract was for environmental consulting, materials testing or both; and years of experience with each Owner.

5. Identify the detailed experience and qualifications of key personnel who will direct and participate in the work, including any accreditations and other pertinent information. Resumes may be used.
6. Provide License and Certification information consistent with paragraph 2.11B above.

If respondent desires to provide, as a **separate document**, a brochure or other printed material, which describes its services and organization, it may do so, **but it is not required.**

3.0 Terms and Conditions

- 3.1 AISD is requesting qualifications with the intent of awarding a contract for the requirement contained in this RFQ. However, AISD is not obligated to award a contract on this solicitation and reserves the right to reject any and all responses or any part of a response and to award to best serve the interests of the state.
- 3.2 AISD reserves the right to reject a response that does not contain all information required by this RFQ.
- 3.3 AISD reserves the right to waive any minor or non-substantive defect.
- 3.4 AISD reserves the right to award contracts to one or more acceptable respondents.
- 3.5 AISD will evaluate only those responses that are determined responsive and are received on or before the due date and time set for submission.
- 3.6 AISD reserves the right to procure the services described in this RFQ in whole or in part by other means.
- 3.7 AISD will not reimburse anyone for any expense incurred in preparing or submitting responses.
- 3.8 No public disclosures or news releases pertaining to this RFQ shall be made without prior written approval of the agency.
- 3.9 Section deleted.
- 3.10 Points of Contact and Clarification: Requests for clarification of information regarding the contents of this RFQ, or questions concerning the technical requirements may be submitted per instructions on the cover page.
- 3.11 Unauthorized Communications: The responding firms, or their agents, shall undertake no activities, actions or contacts to promote or advertise their responses to the AISD Board of Trustees, Superintendent, central office administrators, or members of the Architect/Engineer Selection Screening Committee. Violation of this provision will be grounds for disqualification of the responding firm. Authorized communications are to

be with the designated AISD contact person as indicated on page 1 of RFQ. Any substantive clarification or revision of the RFQ will be made only by RFQ Addendum in accordance with Section 2.8.

- 3.12 Contract Incorporation: Respondents should be aware that the contents of the successful *response* may be incorporated into the contract.
- 3.13 All responses shall become the property of AISD upon receipt. Details will only be divulged after the contract award, if one is made.
- 3.14 By signing and submitting the *EXECUTION OF RESPONSE FORM*, the undersigned Respondent and person signing on its behalf certifies and represents to the Austin Independent School District as follows:
- A. Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE, Chapter 36, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this RFQ;
 - B. Respondent has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ;
 - C. Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and Respondent will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent or employee of the Austin Independent School District in return for the person's having exercised official discretion, power or duty with respect to this RFQ;
 - D. Respondent has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, Trustee, agent or employee of the Austin Independent School District in connection with information regarding this RFQ, the submission of this RFQ, the award of agreement from this RFQ, or the performance, delivery or sale pursuant to this RFQ;
 - E. Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, Trustee, agent or employee of the Austin Independent School District concerning this RFQ on the basis of any consideration not authorized by law;
 - F. Respondent has not received any information not available to other Respondents so as to give the undersigned a preferential advantage with respect to this RFQ; and
 - G. Respondent (or its sub-consultants, as applicable) meets all of the qualifications specified in Section 2.11 B above.

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the Effective Date, as hereinafter defined, by and between _____ (“Consultant”), and Austin Independent School District (“Owner” or “District”), for provision of _____ services to the District, on an as-needed basis, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

- Services to be Performed by Consultant**—Upon request by the District, Consultant may present a written proposal (“Proposal”) to Owner, offering to perform certain construction related and/or real estate related professional services (“Services”). Each Proposal shall set forth the scope of the Services to be performed by Consultant, the location of the services or subject project, the cost of the services, any deliverables to be provided to Owner, any information or actions required of the Owner in connection with the Services, and the timelines or deadlines associated with Services. This Agreement will incorporate, by reference, all such provisions stated in as stated in each Proposal, and each Proposal shall be subject to the terms and conditions of this Agreement. Consultant shall perform the services described in this Agreement and any executed Proposal according to the standards of his/her profession. Consultant is not guaranteed any certain or minimum amount of assignments from Owner under this Agreement.
- Compensation**—In consideration of the services performed by Consultant under this Agreement, the Owner shall pay to Consultant the compensation set forth in each Proposal. Consultant is not guaranteed any certain or minimum amount of compensation from Owner under this Agreement; however, the total annual compensation to Consultant under this Agreement shall not exceed \$_____. Any additional services and reimbursable expenses shall be compensated at the rate and manner set forth in the Proposal, and are subject to the express written prior approval of the District. Payments shall be due within 30 days following receipt of a valid and undisputed invoice, upon completion of the Services or other progress milestone as agreed to in a Proposal.
- Time of Completion**—Consultant shall complete the work specified in the Proposal in a timely manner, in accordance with the Owner’s schedule for the subject project. Consultant shall not commence with any Services until a written Proposal for such assignment has been submitted to and approved by Owner, and executed by both Consultant and a duly authorized representative of Owner.

4. **Relationship of the Parties**—It is understood and agreed that Consultant is an independent contractor and neither Consultant nor any employees, volunteers, or agents contracted by Consultant shall be deemed for any purposes to be employees, volunteers or agents of Owner. Consultant shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
5. **No Waiver of Immunity**—Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
6. **Insurance and Indemnity**—For the term of this Agreement, Consultant agrees to maintain and keep on file with Owner all insurance coverages as set forth in Exhibit A to this Agreement. Consultant shall provide valid renewal or amended certificates, as required in Exhibit A. Consultant agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, to the extent they arise out of Consultant's negligent acts or omissions.
7. **Compliance with Laws**—Consultant shall maintain any and all applicable license(s) and certification(s) necessary to perform any Services contemplated by this Agreement. Consultant shall observe and comply with all Federal, State, County and local laws, and Owner's Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement.
8. **Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms. This Master Agreement is not exclusive, and does not guarantee that Consultant shall receive any minimum or specific volume of work from Owner.
9. **No Waiver**—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Consultant:

If to Owner:

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

11. **No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
12. **Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner’s Board Policy.
13. **Termination**—Owner may terminate this Agreement with or without cause upon seven (7) days written notice to Consultant. In the event of termination, Consultant shall be entitled to compensation for all services provided up to the effective date of termination.
14. **Consultant Certifications**—Consultant hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Consultant further hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the “Consultant Companies”), boycotts Israel, and Consultant agrees that Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

15. **Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of Travis County, Texas, for any action under this Agreement.

16. **Duplicate Originals**—This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

17. **Complete Understanding**—This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Consultant and Owner. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any terms or conditions contained in any of Consultant's Proposals which purport to limit, waive, relinquish any warranties or liabilities of Consultant are not included, and are hereby expressly excluded from this Agreement unless this Agreement is specifically amended to restate such term, condition or limitation in the main body of this Agreement. The appearance of such matters in any Proposal will be of no legal force or effect, as the inclusion of Consultant's proposal is intended to only provide information relating to the scope, deliverables, deadlines and fees relating to Consultant's services.

18. **Effective Date and Term**—The “Effective Date” of this Agreement shall be the date that all necessary and authorized representatives of Owner have endorsed the same, and shall continue for one (1) year. Thereafter, this Agreement shall automatically renew for four (4) additional subsequent one-year periods, subject to the termination provisions set forth herein.

CONSULTANT

**AUSTIN INDEPENDENT
SCHOOL DISTRICT**

Signature

Signature

Printed Name and Title

Printed Name and Title