

Date	Event
February 28, 2019 March 7, 2019	Advertise/Issue Date
March 7, 2019	Pre-Proposal Conference at <b>2:00PM Austin ISD Carruth Administration Center 1111 West 6<sup>th</sup> Street, Board Room, B-100. PLEASE ALLOW TIME TO PARK!</b>
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	<b>RFQ opening / due date at 2:00 pm CST</b>

May 20, 2019





2.3 Any response may be withdrawn in writing prior to the due date and time set for receipt. Any response not so withdrawn shall constitute an irrevocable response and may not be withdrawn by the respondent without the permission of the Contract and Procurement Department for a period of ninety (90) days.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

**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-



Request for Qualifications  
RFQ Number

Abatement Services Campus Support

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.





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),  
ns.
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 In demnity 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,  
extent they



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 <sup>2</sup> 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