

Request for Qualifications 19RFQ122 #Oop@al 68oppdrtServices Campus Support Sup

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 6 th 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	AISD Board Meeting for review/approval

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

- x Questions must be submitted via e-mail to the contact person listed above.
 In the e-mail subject line, type: Questions: 19RFQ122 ±On Call Geotech Services Campus Support
- x Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- x Proposals are due n993 (o)-7.998 (p)12 BT 0 g/TT0 >>BDC 06 (d)13.007 (u)-8.007 (e)-7.998 ()-133.995

Request for Qualifications

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:

- 2.3 Any response may be withdrawn in writing prior to the due date and time set for receipt. Any response not so withdrawn shall constitute an irrevocable response and may not be withdrawn by the respondent without the permission of the Contract and Procurement Department for a period of ninety (90) days.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
- 2.10Deleted

2.11 RFQ STATEMENT OF WORK (SOW) FORMAT

A.GENERAL INFORMATION

A.1 Introduction:

AISD is seeking qualified engineering professionals with applicable expertise, certifications and demonstrated expertise to provide various geotechnical and materials testing engineering services.

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.

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 type of services included in Section 2.11 A.3 (above).

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

Respondent must be licensed to practice professional engineering 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.2Period 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

- 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.



- **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.
- **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.
- **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

- **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.** <u>Duplicate Originals</u>—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. <u>Complete Understanding</u> 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