Request for Competitive Sealed Proposals 21CSP06564 3 3C6 Tc -0.004 Tw ref*n522

Date	Event
November 24, 2020 December 1, 2020	Advertise/Issue Dates
December 1, 2020	Virtual Pre-Proposal Conference 10:00 AM -Pleae ee addibby 5:00 PM

December 15, 2020	Questions and Answers and final addendum posted on our website by 5:00PM
January 7, 2021	CSP virtual opening / due date at 3:00 pm CST - Pleae ee additonal bmiion intaton
February 22, 2021	AISD Board Meeting for review/approval

Deliver Electronic Proposals to:	Contact Person:	
morgan.wright@austinisd.org	Morgan Wright Contract & Procurement Services	I
By 3:00PM CST on January 7, 2021	morgan.wright@austinisd.org	
Using the Subject Line	HUB Coordinator Contact	

"21CSP065 Submission – CONFIDENTIAL" Gerald Greena91

Austin Independent



IMPORTANT NOTICE TO VENDORS

The Austin Independent School District (AISD) is implementing Bonfire, an online procurement software for vendor registration, solicitation notification, electronic bid submission and contract management.

Effective Jan. 11, 2021, all AISD solicitations must be accessed through Bonfire. Vendors interested in responding to a solicitation or bid must register on the platform. There is no cost to reighter.

Therefore, in an effort to ensure that vendors have ample time to register prior to Austin ISD issuing solicitations through Bonfire, effective today November 4, 2020, the vendor registration portal is now open and available for vendors to begiistering for bid notifications.

After registering, the district will send email notifications through Bonfire when a solicitation is issued relating to the product or service commodities you selected during the registration process.

- x Register: To register and use the Bonfire bidding portal, visit https://austinisd.bonfirehub.com/portal
 - Need help registering? If you have questions about how to start the registration process, please review the fimenute training vide
- x Bonfire Support: For support using the platform, access the

Competitive Sealed Proposal **Project Manual Table of Contents**

*** Note: Some of these forms might be published separately. ***

(1) Form AISD/Trustees List of Members of Board of Trustees (2) Form AISD/CSP Bid Documents Submissionand Responsivenes to Cklist

Project Information

Request for Competitive Sealed Proposals

Proposal Form

Notice of Prevailing Wage Rates (3) Form AISD/NOTICE PWR

Proposal/Bid Bond (4) Form AISD/Proposal/Bid Bond (5) Form AISD/FCN Felony Conviction Notice

Suspension and Debarment Certification (6) Form AISD/SDC (7) Form AISD/Govt Code 2270 Texas Gov't Code 2270 Verification

(8) Form AISD/HUB Compliance **HUB Program Guideline**

HUBATT 4 HUB Utilization Report (HUR) **HUBATT 1A Compliance Checklist**

HUBATT 2 Availability Lists

HUBATT 3 Local Minority Service Organizations

HUBATT 4 Local Minority Newspaper

(9) Form AISD/Co@SP Agreement for Construction Contract

(10)Form AISD/GCC

General Cond6Body <</M1D1-0.8 (D)-11.1 (s)8.5 (t)0.6 (oor)2.6 0.8 (D)he Certificate of Insurance

SUBMISSION AND RESPONSIVENESS CHECKLIST

Completed	Order of Submission	Document
	1	Cover Sheet
	2	Table of Contents
	3	Proposal Form
	4	Table A –All Projects in Progress
	5	Table B –All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD
	6	Table C –All Non-School projects completed in the past 8 years
	7	Table D –Personnel
	8	Original Sealed Proposal/Bid Bond
	9	Felony Conviction Notice
	10	Suspension and Debarmetrification
	11	Texas Gov't Code 2270 Verification
	12	Printed and signed AISD Addendum Cover Sheets
	13	Required HUB Forms (May be turned in up to 24 hours after bid due date to proconteam@austistil.org)
	14	Digital Submission on Flash Drive

2. <u>DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ADDENDA</u>

- 2.1. The "Contract Documents" for this Request For Continuet Sealed Proposals include, without limitation, AISD's Agreement for Construction Contract ("Agreement for Construction"), AISD's General Conditions of the Contract for Construction ("General Conditions"), and AISD's Notice of Prevailing Wage Rates ("Nice of Prevailing Wage Rates"), collectively referred to in this Request For Competitive Sealed Proposals as the "Contract."
- 2.2. Copies of Contract Documents, Drawings (if any), Specifications (if any), a72gTe.2 (t)-4.6 (i)-4.6 (

6. QUESTIONS REGARDING THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS

6.1. Questions regarding this solicitation and the scope may be submitted following the protocol and time line outlined on the coversheet. Only those responses to inquiries which are made by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on AISD. The Proposer must acknowledge receipt of all Addenda in its Proposal. However, each Proposer will be bound by the terms of all Addenda, and its Proposal will be construed to include the information contained in the Addenda, whether or not Proposer has received them or acknowledged rec

7. PROPOSAL GUARANTY

- 7.1. Each Proposal must be accompanied by a Proposal Guaranty in the amount of five percent (5%) of the largest possible total Proposal (i.e. the sum of the Base Proposal and all additive Alternates).
- 7.2. The Proposal Guaranty shall betime form of a Proposal/Bid Bond and shall be issued by a corporate surety authorized to do business in the State of Texas that is listed on the U.S. Treasury list of approved sureties.
- 7.3. The Proposal Guaranty will be held until the selected Proposer has signed the Contract and provided the required insurance and payment and performance bonds and Safety Program Manual and Safety Plan as provided in these instructions.
- 7.4. Should the selected Proposer fail or refuse to sign the Contract and/or provide the required insurance and payment and performance bonds and Safety Program Manual and Safety Plan as provided in these instructions, then the Proposer's Proposal Guaranty will be forfeited to AISD as liquidated damages and not as a penalty.

8. SUBSTITUTION OF MATERIALS

8.1. Proposers may request a substitution of materials or equipment specified in the Contract Documents. However, any such request must be submitted in writing to the Contact Person five days before the Proposal Deadline. If AISD approves the substitution, it will respond by Addendum. A failure to respond will constitute a denial of the request. Sufficient information should accompany the request to enable AISD to promptly render a decision on a proposed substitution of materials or equipment.

9. BOND AND INSURANCE REQUIREMENTS

- 9.1. Insurance meeting the requirements set out in the General Conditions must be furnished by the selected Proposer within 5 days after the Contract is signed by the Proposer.
- 9.2. If the Contract amount is over \$25,000, the selected Proposer must provide payment bond, and if the Contract amount is over \$100,000, the selected Proposer must provide a performance

14.

ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

16. CONFLICT OF INTEREST QUESTIONNAIRE

16.1. Proposer is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed conflict of interest questionnaire with AISD. If Proposer is required by law to complete the questionnaire, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted online at: https://www.austinisd.org/cp/fclipe

17. DISCLOSURE OF INTERESTED PARTIES

17.1.

services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection processorial.

Please review the full board policies available here

21. <u>RETENTION OF PROPOSAL DOCUMENTATION</u>

21.1. All proposal materials and supporting documentation that are submitted in response to thi proposal becomes the permanent property of AISD.

PROPOSAL FORM

To: The Board of Trustees
Austin Independent School District
4000 S IH 35 Frontage Road

B.

FOR COMPETITIVE SEALED PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OF THE PROPOSER. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY AISD DURING THE SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROPOSER ACKNOWLEDGES THAT AISD SHALL DOCUMENT THE BASIS OF ITS SELECTION AND SHALL MAKE THE EVALUATIONS PUBLIC NOT LATER THAN THE 7TH DAY AFTER THE DATE THE CONTRACT IS AWARDED,ARDEEw0.4p(D)07g.4

D. Proposer Information

D.1.9 Minimum Qualifications:

To the extent not otherwise described in Section 1.8 above, describe your organization's compliance with all Minimum Qualifications set forth in Section 1.3 of theRequest For Competitive Sealed Proposats include all necessary attachments evidencing same.

- D.1.10 Work to be Performed on this Project by Proposer's Own Forces:
 List the general categories of work that your organization intends to perform on this Project using its own forces.
- D.2 Organization

Proposals from nonresident contractors shall be evaluated according to Tex. Gov. Code § 2252.002.

D.2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

D.3 Relevant Experience

- D.3.1 On the attached Table A,list all projects your company has in progress and provide all additional information requested.
- D.3.2 On the attached Table Blist all school projects that your company has completed in the past eight (8) years, beginning with AISD schools, and provide all additional information requested. As used herein, "school" mean\$2 Kand higher education.
- D.3.3 On the attached Table C, list all non-school projects your company has completed in the past eight (8) years and provide all additional information requested.
- D.3.4 Describe the way in which your company develops and maintains project schedules. How often do you update schedules? Limit yesponse to one page.

D.4 Past Performance

D.4.1 Claims and Suits. (If the answer to any of the questions below is yes, please attach

D.5 Personnel

D.5.1 On the attachedTable D, list the names of the key individuals [Project Manager, Construction Superintendent, Assistant Superintendent (if applicable), and Field Engineer(s)] of your organization which are proposed to be assigned to this Project and provide the additionantormation requested on Table D. For each key individual listed on Table D, provide a resume (not to exceed 2 pages) which includes the key individual's construction experience and a description of his/her

D.6.3 If financial statements for an affiliate of the organization are also attached, will such organization act as guarantor of the contract for construction?

YES NO

- State whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify date(s), details, circumstances, and prospects for resolution.)
- D.6.4 State whether your company is currently contemplating or has pen**dietitian** in bankruptcy for debt relief, or whether a creditor has threatened to file an involuntary petition against Proposer.

D.7 Safety Record

- D.7.1 Please provide the following information in connection withuryorganization's safety record:
 - 7.1.1 Your organization's OSHA (Occupational Safety and Health Administration) 300 Form Logs and 300A Form Logs for the last three completed Calendar (3) years.

If there are no recordable injuries on the OSHA 300 log(s) FOR A SPECIFIC

- 7.1.3 Loss ratio from your organization's insurance carrier or insurance agent covering your organization's workers' compensation insurance coverage.
 - Loss ratio must be provided by your organization's insurance carrier or insurance agent. Insurance carrier's company name or insurance agent (agency) must be clearly legible on documents provided
 - Time period corresponding to loss ratio must be providethemost recent completed policy year.
 - Typed or handwritten information concerning loss ratio prepared by your firm WILL NOT be accepted.
 - Experience rating documents WILL NOT be accepted for this Paragraph 7.1.3.11
 - If your Loss Run/Loss Analysis/Loss Summary for the most completed policy period indicates no losses, then a separate document showing 0 % loss ratio will not be required.
 - This report must be produced and printed 60 calendar days or less before the bid due date.
- 7.1.4 Your organization's current perience modifier from your organization's workers' compensation insurance premiums provided by your organization's insurance carrier, insurance agent or rating agency.
 - Experience modifier must be provided by your organization's insurance carrier, insurance agent or rating agency. Insurance carrier's company name or insurance agent (agency) must be clearly legible on documents provided.
 - Experience modifier must clearly indicate time period/year covered.
 - · Handwritten experience modifiers WILL NOT be accepted

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Table A - All Projects in Progress

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled Completio n Date
1								
2								
3								
4								
5								
6								
	Total Value of All Projects in Progres\$:							

AVISO DE TARIFAS SALARIALES VIGENTES NÚM. DEL PROYECTO DEL AISD : % / 1 7 1

INFORMACIÓN SOBRE EL CUMPLIMIENTO CON LAS TARIFAS SALARIALES VIGENTES

- 1. El contratista y cada subcontratista trabajando en el Proyecto son responsables de cumplir con el Contrato y las estipulaciones aplicables del Capítulo 2258 del Código Gubernamental de Texas tocante al pago de las tarifas salariales vigentes.
- 2. El contratista y cada uno de los subcontratistas empleados en el Proyecto son responsables de identificar las clasificaciones de oficios y las tarifas salariales que no estén listadaiarlas por escrito al llevar a cabo el contrato, al Director Ejecutivo del Departamento de Administración de la Construcción del Distrito Escolar Independiente de Austin para su aprobación e inclusión en las tarifas salariales vigentes del proyecto.
- 3. El Distrito Escolar Independiente de Austin deberá imponer, como una multa, \$60.00 por cada trabajador empleado en el Proyecto, por cada día o parte del día calendario donde al trabajador se le pague una cantidad menor que las tarifas salariales establecidas para el Proyecto, y se le retendrán fondos adicionales según corresponda cuanderscuentren violaciones de salarios y beneficios.
- 4. El Distrito Escolar Independiente de Austin tiene el derecho de solicitar al azar y sin previo aviso, muestras de nóminas de pago de Contratistas y subcontratistas.
- 5. El Distrito Escolar Independiente de Austin tiene el derecho de realizar al azar y sin previo aviso, entrevistas de trabajadores de varios oficios en el lugar del Proyecto.
- 6. Este Aviso, incluyendo las Tarifas Salariales Vigentes para el Proyecto según publicadas por el Departamento de Trabajo de los Estados Unidos bajo la Ley de Barois, y sus enmiendas posteriores, deberán exhibirse en el lugar del Proyecto y permanecer vigentes el tiempo que dure el Contrato.

TARIFAS SALARIALES VIGENTES PARA EL PROYECTO

Las tarifas salariales vigentes de el Proyecto se adjuntan a este Aviso.

Lo siguiente será aplicable a tarifas salariales prevalecientes del Proyecto para aprendices y ayudantes:

- "Se puede cobrar por un aprendiz un salario más bajo que el salario de un empleado especialista, estipulado en las tarifas salariales prevalecientes para el proyecto, solo si se emplea a un aprendiz de acuerdo con un programa de aprendizaje fidedigno en el que esté inscrito individualmente y que el programa esté registrado en el Departamento de Trabajo de IbbLEAdministración de Empleo y Capacitación, Oficina de Adiestramiento en aprendizaje, Empleador y Servicios Laborales, o en una Agencia reconocida por el Departamento del Trabajo, o bien si al aprendiz se le emplea dentro de sus primeros 90 días de empleo a prueba como aprendiz en esa clase de programa de aprendizaje. A todo aprendiz debe pagársele según una tarifa no menor que la especificada en el programa registrado para el nivel de progreso del aprendiz, expresado como porcentaje del salario por hordel empleado especialista, especificado en las tarifas salariales prevalecientes aplicables.
- " Los ayudantes no se clasifican por separado en las tarifas salariales prevalecientes aplicables al proyecto. Por lo tanto, los contratistas y subcontratistas depresuponer que cada trabajador estará clasificado dentro de una de las clasificaciones de empleo existentes en el adjunto. Los contratistas y subcontratistas no deben presuponer que a cualquier ayudante se le pagará menos que el salario de empleado especialista para la clasificación de empleo más relevante.

"General Decision Number: TX20200271 09/11/2020

Superseded General Decision Number: TX20190271

State: Texas

Construction Type: Building

County: Travis County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

F	Rates	Fringes	
BOILERMAKER	\$ 2	28.00	22.35
CARP1266-002 04/0	 1/2017		
F	Rates	Fringes	
CARPENTER (Exclude Acoustical Ceiling Installation, Drywall Hanging, Form Work, Stud Installation)	and Metal	6 7.9	90
ELEC0520-005 01/01	/2020		
F	Rates	Fringes	
ELECTRICIAN Excludes Installation Sound and Communication Systems Low Voltage Wiring	unication \$ 29.44		
ELEV0133-002 01/01	/2020		
F	Rates	Fringes	
ELEVATOR MECHAN	IIC	\$ 42.30	34.765
Footnote: A. 6% under 5 years hours worked. 8% of for all hours worked.	ver 5 years	_	•
B. Holidays: New Ye Labor Day, Thanksgi Day, Christmas Day,	iving Day, t	he Friday af	y, Independence Day, fter Thanksgiving
ENGI0450-002 04/01	/2014		
F	Rates	Fringes	
POWER EQUIPMENT			
* IRON0084-011 06/0	1/2020		
F	Rates	Fringes	
IRONWORKER, ORN	IAMENTAL	\$ 25.	.26 7.13

* PLUM0286-010 06/01/2020

	Rates	Fringes	3		
PIPEFITTER (Include Pipe Installation)		0	14.37		
* SFTX0669-002 04	/01/2020			-	
	Rates	Fringes	3		
SPRINKLER FITTEI Sprinklers)		2	21.68	_	
* SHEE0067-007 07	/06/2020			_	
	Rates	Fringes	3		
SHEET METAL WO Excludes HVAC I InstallationHVAC Duct Insta	Duct \$ 27.29			15.08	
SUTX2014-049 07	/21/2014			-	
	Rates	Fringes	5		
BRICKLAYER	\$ 20	0.07	0.0	0	
CARPENTER (Acou Installation Only)			0.00		
CARPENTER (Form	Work Only)	\$ 1	5.62	0.05	
CEMENT MASON/C	ONCRETE	FINISHE	ER\$ 1	15.71	0.00
DRYWALL FINISHE	R/TAPER	\$ 1	7.06	4.43	
DRYWALL HANGER			O 3.45		
ELECTRICAL INSTA and Communication (Excludes Wiring)	Systems)		2.30)	
FLOOR LAYER: Ca	ırpet	\$ 21.88		0.00	
GLAZIER	\$ 12.8	3	0.00		
HVAC MECHANIC (Installation Only)		8	6.89		
IRONWORKER, RE	INFORCING	§\$	12.27	0.00)

IRONWORKER, STRUCTURAL\$ 20.73 5.24
LABORER: Common or General\$ 11.44 0.00
LABORER: Mason Tender - Brick\$ 12.22 0.00
LABORER: Mason Tender - Cement/Concrete\$ 11.85 0.00
LABORER: Pipelayer \$ 12.45 0.00
LABORER: Roof Tearoff\$ 11.28 0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 19.43 3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader\$ 13.00 0.00
OPERATOR: Bulldozer\$ 14.00 0.00
OPERATOR: Drill\$ 14.50 0.00
OPERATOR: Forklift\$ 16.64 6.26
OPERATOR: Grader/Blade\$ 19.30 0.00
OPERATOR: Loader
OPERATOR: Mechanic\$ 18.75 5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$ 16.03 0.00
OPERATOR: Roller\$ 11.25 0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping\$ 18.76 6.35
PLUMBER, Excludes HVAC Pipe Installation\$ 23.57 6.37
ROOFER\$ 12.00 0.00
TILE FINISHER \$ 11.32 0.00
TILE SETTER \$ 16.35 0.00
TRUCK DRIVER: Dump Truck\$ 12.39 1.18
TRUCK DRIVER: Flatbed Truck\$ 19.65 8.57
TRUCK DRIVER: Semi-Trailer

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review	Board are final.
END OF GENERAL DECISION"	

CONSTRUCTION FORM AISD/FCN (Rev. Feb. '05)

21CSP065 / 19014BLNTN

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A102 Common Rule and OMB Circular-1410) prohibits nonfederal entities from contracting with or making subawards under covered transactions to parties that are suspended or **ba**rred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of 25,000 or more can be made by your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME:
Signature of Company Official:
Date Signed:
Printed name of company official signing above:

21CSP065 / 19014BLNTN

TEX. GOV'T CODE CHAPTER 2270 VERIFICATION

STATE OF TEXAS	}		
COUNTY OF TRAVIS	}		
Date:			
Name of Affiant:			
Title of Affiant:			
Business Name of company	("Compan <u>y"):</u>		_
County of Company:			