AUSTIN Independent School District | Contract and Procurement Services

Request for Competitive Sealed Proposals
21CSP050
Renovations at Lively Middle School

Date	Event
November 24, 2020 **December 1, 2020**	Advertise/Issue Dates
December 3, 2020	Virtual Pre-Proposal Conference **10:00 AM** – ***Please see additional instructions***
December 10, 2020	Questions Due by **5:00 PM**
December 17, 2020	Questions and Answers and final addendum posted on our website by **5:00PM**
December 22, 2020- **January 1, 2021**	**AISD CLOSED WINTER BREAK**
January 6, 2021	**CSP virtual opening / due date at 3:00 pm CST - *Please see additional submission instructions***
February 22, 2021	AISD Board Meeting for review/approval

Deliver Electronic Proposals to:	**Contact Person:**
morgan.wright@austinisd.org By 3:00PM CST on January 6, 2021 Using the Subject Line **"21CSP050 Submission – CONFIDENTIAL"**	Morgan Wright Contract & Procurement Services morgan.wright@austinisd.org **HUB Coordinator Contact** Gerald Green gerald.green@austinisd.org

- Question and Answer Protocol: Proposers seeking clarification or have questions pertaining to this CSP must submit questions in writing to Morgan Wright, Administrative Assistant, via email at morgan.wright@austinisd.org no later than December 10, 2020 by 5:00PM CST. Failure to follow above stated protocol may result in disqualification from procurement process.

  In the e-mail subject line, type: *Questions* 21CSP050 – Renovations at Lively Middle School

- Q & A and all Addenda will be posted on our website: www.austinisd.org/cp/bids

- **Please read the instructions regarding the virtual pre-proposal conference and electronic submissions on the following page.**

This solicitation is a request for competitive sealed proposals for construction under Texas Government Code 2260.

- **VIRTUAL PRE-PROPOSAL CONFERENCE:**

  AISD Procurement will be hosting a virtual pre-proposal conference on December 3, 2020 at 10:00AM CST via Zoom. To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from Zoom using the meeting ID and password provided:

  Join Zoom Meeting
  https://us02web.zoom.us/j/84415051821?pwd=L0l0dzhwdUl2dWdCRjd0S1E0WWxGdz09

  Meeting ID: 844 1505 1821
  Passcode: 12345

- **ELECTRONIC SUBMISSION:**

  Due to COVID-19 precautions and to prevent the spread of COVID-19, and in an effort to provide ongoing support and services for Austin ISD, the District has decided to accept proposals for 21CSP050 via email to morgan.wright@austinisd.org no later than January 6, 2021 at 3:00PM CST. To ensure a fair and transparent process, all Proposals submitted via email will not be opened until AFTER January 6, 2021 at 3:00PM CST. To assist ensure a fair and transparent process, Vendors **must** place the following information in the subject line of the email containing their submission: **"21CSP050 Submission – CONFIDENTIAL"**

  Proposals submitted via email should not exceed 20MB. If you believe your attachment is more than 20MB, please zip the file or separate it into two (2) attachments.

  Proposals submitted via email must still be signed and all forms acknowledged and submitted with emailed response.

  Original Bid Bond(s) **MUST** be scanned and included in the electronic submission. In order to establish **Full Responsiveness** regarding the bid bond(s), AISD **MUST** be in receipt of the **physical original bid bond(s)** no later than 24 hours after the Bid Opening. The original bid bond(s) should be sent to the address as follows:

  21CSP050 Bid Bond Submission
  4000 S IH 35 Frontage Road, Austin Texas, 78704
  Attn: Morgan Wright

  - **VIRTUAL BID OPENING:**

    AISD Procurement will be hosting a virtual bid opening on January 6, 2021 at 3:00PM CST via Zoom. To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from Zoom using the meeting ID and password provided:

    Join Zoom Meeting
    https://us02web.zoom.us/j/84554372224?pwd=a3RQbUxyeWdveGF6TXVCZ1BJcitxUT09

    Meeting ID: 845 5437 2224
    Passcode: 12345

- If you have any questions about the virtual and electronic measures implemented as a precaution to COVID-19, please submit them in writing to morgan.wright@austinisd.org following the Question and Answer Protocol outlined above.

- **Any contradicting submission information later in this document should be disregarded. Please refer to this page for all current submission requirements due to COVID-19.**

Austin Independent School District

Contract & Procurement Services

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 e-bidding platform. There is no cost to register.

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 begin registering 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.

- **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 five-minute training video
- **Bonfire Support:** For support using the platform, access the online knowledge base, search the FAQ, or contact the Bonfire support team at support@gobonfire.com or 1-800-354-8010.

Registration does not automatically make you an approved vendor. It only provides the district with information to electronically notify you when a new solicitation is open for the products or services you offer and have selected during the registration process.

AISD is pleased to introduce Bonfire as the district's new sourcing platform, which will help:

- save time and money with online solicitation responses (i.e. most of the district's solicitation requirements will no longer require printed and mailed responses)
- strengthen communications with AISD team members and record-keeping during the bid and RFP process through Bonfire's message center and;
- update your details and documents such as contact information, insurance forms, and other required documents.

Thank you for your interest in doing business with AISD. We look forward to working with you to serve our school communities.

4000 S. IH 35 Frontage Road
Austin, Texas 78704
512-414-2241

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	Submission and Responsiveness Checklist Project Information Request for Competitive Sealed Proposals Proposal Form
(3) Form AISD/NOTICE PWR	Notice of Prevailing Wage Rates
(4) Form AISD/Proposal/Bid Bond	Proposal/Bid Bond
(5) Form AISD/FCN	Felony Conviction Notice
(6) Form AISD/SDC	Suspension and Debarment Certification
(7) Form AISD/Govt Code 2270	Texas Gov't Code 2270 Verification
(8) Form AISD/HUB Compliance	HUB Program Guideline HUBATT 1 – 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/Con-CSP	Agreement for Construction Contract
(10) Form AISD/GCC	General Conditions of the Contract for Construction
(11) Form AISD/Construct Insur Certif	Certificate of Insurance
(12) Form AISD/PaB	Payment Bond
(13) Form AISD/PeB	Performance Bond
(14) Form AISD/Badging Process	AISD Badging Process
(15) Form AISD/WCN	Required Worker's Compensation Notice (Post at Job Site)
(16) Form AISD/PSS	Posted AISD School Safety Rules (Post at Job Site)
(17) Form AISD/KEY	Instructions for Issuance of Keys and Entry into Buildings
(18) Form AISD/Pay App	Application for Payment
(19) Form AISD/ICA	Interim Change Authorization
(20) Form AISD/CO	Change Order
(21) AISD-CO_250k and Over (20190603)	Change Order for $250K and Over
(22) AISD-COR_AB (20200212)	Change Order Request
(23) Form AISD/TER	Time Extension Request
(24) Form AISD/CPC	Certificate of Project Compliance
(25) Form AISD/CERTSATS	Certificate of Satisfaction of Bills
(26) Cert of Subst Completion 2-26-20	Certificate of Substantial Completion
(27) Specifications	See Specification Section, including Table of Contents for Specifications

LIST OF MEMBERS OF BOARD OF TRUSTEES

Austin Independent School District

Geronimo M. Rodriguez Jr., District 6, President
Cindy Anderson, At-Large Position 8, Vice President
Amber Elenz, District 5, Secretary
LaTisha Anderson, District 1
Jayme Mathias, District 2
Ann Teich, District 3
Kristin Ashy, District 4
Yasmin Wagner, District 7
Arati Singh, At-Large Position 9

Stephanie S. Elizalde, Ed. D., Superintendent
Larry Throm, Chief of Business

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 Debarment Certification
☐	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@austinisd.org)
☐	14	Digital Submission on Flash Drive

AISD Project No. 21-0021-FULMR

PROJECT INFORMATION

1. **Project Title:** Lively Middle School Renovation
2. **Description of work:** Playfield improvements, running track replacement, heating and cooling improvements, and plumbing improvements
3. **Architect/Engineer:** Jackson Galloway FGM Architects
4. **Consultants:** Civilitude (Civil), HMG & Associates (MEP), Frank Lam & Associates (structural)
5. **Drawings:** The drawings are as follows and are dated November 10, 2020.
    a. **Drawing List:** The Table of Contents in the drawings lists all drawings. Drawings are on file at Miller Imaging & Digital Solutions
    b. **The addenda, if any, are as follows:** none
6. **Specifications:** The Table of Contents in the specifications lists all specification sections. The Specifications are on file at Miller Imaging & Digital Solutions

REQUEST FOR COMPETITIVE SEALED PROPOSALS
INSTRUCTIONS TO PROPOSERS
(Chapter 2269, Subchapter D of the Texas Government Code)

Austin Independent School District ("AISD") requests proposals for a Contractor to perform the construction of the Work described below in connection with AISD's Renovations at Project (the "Project"). AISD is interested in receiving proposals from General Contractors with experience in successfully completing projects that are similar in scope, size and complexity to the Work and meeting any specialized requirements set forth below.

1. PROJECT

1.1. Scope of Work. The selected Proposer must furnish all labor, materials and equipment required for the construction of the following improvements (the "Work"):

Playfield improvements, running track replacement, heating and cooling improvements, and plumbing improvements

To be constructed at the following location ("Project Site"):

201 E Mary Street, Austin, Texas 78704

1.2. Estimated Project Budget: $ 1,696,000

1.3. Minimum Qualifications. Because of the nature of the Work, the selected Proposer must meet the following qualifications and/or must have any licenses or certifications specified below (collectively, the "Minimum Qualifications"):

Contractor to provide equipment manufacturer certified technicians to remove and re-install all cameras, security, and fire alarm devices noted as included in the scope of work. Proof of certification shall be furnished for these trades as part of the submittals and be approved by the A/E prior to any work performed.

1.4. **Texas Education Code §22.08341 (Criminal History Record Information Review of Certain Contract Employees).** For purposes of the Project, all workers who will be performing Work on the Project Site will be subject to the AISD background check and badging procedures. Disqualifying criminal histories are outlined in Texas Education Code §22.08341, AISD Board Policy CJA(Legal), CJA (Local) and CJA (Regulation), and the General Conditions of Construction.

2. DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ADDENDA

2.1. The "Contract Documents" for this Request For Competitive 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 ("Notice 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), and Addenda (if any) and other documents related to this Request For Competitive Sealed Proposals, are available at Miller Blueprint at the location indicated in Section 2.3 below for a deposit of $100

per set. If deposit is paid by check, check must be made payable to Austin Independent School District. The deposit will be refunded upon return of all documents in good condition to Miller Blueprint at the location indicated in Section 2.3 below within 14 calendar days after the opening of Proposals. Drawings, Specifications, Contract Documents, and Addenda (if any) can also be downloaded Miller IDS Planroom at www.planroom.millerids.com.

2.3. Printed copies of Drawings, Specifications, Contract Documents, and Addenda (if any) can be requested and picked up at the following location in accordance with Section 2.2 above:

Miller IDS Planroom
1000 East 7th Street
Austin, Texas 78702
Phone: (512) 381-5292
Email: planroom@millerids.com

3. FORMAT FOR PROPOSALS

3.1. Each proposal ("Proposal") submitted by an proposer ("Proposer") must contain the documents listed on the submission and responsiveness checklist. **Failure to submit and/or complete required documents may result in Proposer being deemed non responsive and not being evaluated.**

3.2. Additional forms required within 24 hours of Bid Proposal Deadline to **proconteam@austinisd.org** :

- The completed HUB documents pertaining to this project. It is at the discretion of AISD to accept or reject documents submitted outside of these parameters.
- The District shall reject any response that does not include fully completed HUB documents. An incomplete HUR is considered a material failure to comply with with the solicitation requirements.

3.3. The Proposal information must be typed on the Proposal Form.

3.4. The proposer information in Section D of the Proposal Form must be typed on Section D of the Proposal Form or on letter-size ("8½ x 11") paper if additional sheets are used. If preprinted materials, flyers or other information about the Proposer is used, it should be referenced in the submittal and included as labeled attachments.

3.5. The Proposal Form and other forms included in the Proposal should be bound together in a binder or held together with a binder clup, so that that the pages can be easily opened and laid flat for copying. The use of staples is discouraged.

4. METHOD OF SELECTING CONTRACTOR

4.1. The proposer MUST submit all documents on the Submission and Responsiveness Checklist in order to be evaluated.

4.2. The proposer MUST submit required HUB documents in order to be evaluated. If the proposer does not meet or exceed all goals, then Good Faith Effort documentation is REQUIRED. A firm MUST be compliant with Austin ISD HUB Program regulations to be considered for contract selection.

4.3. If the District determines that the proposer failed to implement the HUR in good faith, the District, in addition to any other remedies, may report nonperformance to the Contract and Procurement Department.

4.4. Not later than the 45th day after the date on which Proposals are opened, AISD will evaluate and rank each Proposal submitted in relation to the Selection Criteria set out below. AISD will select the Proposer that, in the opinion of AISD, submits the Proposal that offers the best value for AISD based on the Selection Criteria and the weighted value for each Selection Criteria and on AISD's ranking evaluation. The Proposer that offers the best value may or may not be the Proposer that submits the lowest proposal for the cost of construction.

4.5. The AISD Contract and Procurement Department will make a recommendation to the Board of Trustees as to the selection ranking of the Proposers. The Board of Trustees will select the Proposer that submits the Proposal that offers the best value for AISD and will authorize the negotiation and execution of the contract. If AISD is unable to negotiate a satisfactory contract with the selected Proposer, AISD shall, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected. AISD reserves the right to reject any and all proposals. **Consistent with state law and district policy, this Request for Competitive Sealed Proposals does not commit the district to award a contract. The district reserves the right to accept or reject any or all proposals and/or award in whole or in part any proposal if the district determines it is in the best interest of the district to do so.**

5. SELECTION CRITERIA

5.1. Proposers will be evaluated based on the following selection criteria and weighted value for each criterion (collectively, "Selection Criteria"):

Selection Criteria	Weighted Value
Construction Cost as Proposed	**45%**
Relevant Experience and Past Performance	**30%**
Proposed Personnel/Resources	**10%**
Financial Condition	**8%**
Safety Record	**7%**

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 receipt.

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 be in the 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 bond each in the amount of 100% of the Contract Price within 5 days after the Contract is signed by the Proposer. Bonds must be provided by a Treasury-listed corporate Surety authorized to do business in the State of Texas.

9.3. The Proposer's attention is directed to Subsection 10.4 of the General Conditions which expressly sets out the Worker's Compensation Insurance requirements for the Project. The Contractor and each subcontractor must maintain Worker's Compensation Insurance coverage as required in Subsection 10.4 and the Contractor is required to provide a certificate of coverage for each subcontractor prior to that subcontractor beginning Work on the Project Site, showing that coverage is being provided for all of its employees for the duration of the Work. Subsection 10.4 is incorporated herein for all purposes.

10. SAFETY PROGRAM MANUAL AND PROJECT SAFETY PLAN REQUIREMENTS

10.1. The selected Proposer must submit its Safety Program Manual in accordance with the requirements set out in the General Conditions not later than 5 days after the Proposer signs the Contract.

10.2. The selected Proposer must submit a Safety Plan for the Project meeting the requirements set out in the General Conditions not later than 5 days after the Proposer signs the Contract.

11. PREVAILING WAGE RATES

11.1. The Contractor and each Subcontractor who performs work under the Contract must pay, at a minimum, the applicable prevailing wage rates to a worker employed by it in the performance of the Work. The prevailing wage rates applicable to the Project, which shall be in effect for the duration of the Contract, are set forth in the Notice of Prevailing Wage Rates.

12. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

12.1. Each Proposer is required to visit the Project Site and to fully acquaint itself with the conditions and limitations as they exist at the Project Site, including the effect that weather conditions may have on the Project Site. Each Proposer shall also fully acquaint itself with the existing and anticipated sources and supplies of labor and materials, and shall also thoroughly examine the Contract Documents. Failure of the Proposer to visit the Project Site and acquaint itself with the conditions of the Work and the Contract Documents shall in no way relieve the Proposer from any obligations with respect to its Proposal.

13. PUBLIC INFORMATION

13.1. AISD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Tex. Gov't Code, Chapter 552.001, *et seq*.) after a contract is awarded.

13.2. Proposers are hereby notified that AISD strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

13.3. The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than $1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

14. DEADLINE FOR SIGNING CONTRACT AND AISD'S RIGHTS IF DELAY

14.1. The timely completion of this Project is essential. AISD has the right to consider negotiations with the selected Proposer for the Contract incomplete until and unless the Contract is signed and the bonds, insurance, Safety Program Manual and Safety Plan are submitted in accordance

with the following deadlines. In order to avoid unnecessary delays in the Project, **the selected Proposer must:**

1. Sign the Contract no later than 10 days after the selected Proposer has been notified that it is the successful Proposer, and
2. Provide its Safety Program Manual and the Safety Plan for the Project and provide all required bonds within 5 days after the selected Proposer signs the Contract.
3. Provide Certificate of Insurance before Work commences on the Project.

14.2. If the selected Proposer fails to meet one or more of these deadlines, then in addition to any and all other rights and remedies to which AISD is entitled, AISD shall have the right to:

1. Terminate its negotiations with the selected Proposer and begin negotiations with the next ranked Proposer; or
2. Proceed with the Contract with selected Proposer, but treat each day beyond the 10-day deadline in which the Contract is unsigned by the Proposer, and/or each day beyond the 5 day deadline in which one or more of the required documents has not been submitted, as a day of unexcused delay under the Contract.

15. WAIVER OF CLAIMS

15.1. **EACH PROPOSER BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AISD, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF AUSTIN INDEPENDENT SCHOOL DISTRICT'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS, INCLUDING, THE ADMINISTRATION OF THE REQUEST 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, EACH 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, AND EACH PROPOSER WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE 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/ciq-online**

17. DISCLOSURE OF INTERESTED PARTIES

17.1. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

17.2. After the AISD Board of Trustees selects the Proposer, the successful Proposer will be required to complete an electronic Form 1295 ("Form 1295") on the Texas Ethics Commission website (**https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**) and submit the completed and executed Form 1295, including the certification of filing, to AISD prior to entering into a contract with AISD in accordance with this statute. Additional information is available on the Texas Ethics Commission website at **www.ethics.state.tx.us**. Submission of a response to this Request For Competitive Sealed Proposals indicates Proposer's acceptance and intended compliance with these requirements.

18. FEEDBACK TO SUBCONTRACTORS/SUPPLIERS

18.1. If requested by a subcontractor or material supplier who submitted a bid or proposal to Proposer in connection with this procurement but who is not listed as a proposed subcontractor or supplier on Proposer's completed HUB Utilization Report, Proposer shall provide feedback to such subcontractor or supplier as to how its bid/proposal compared with the other bids/proposals received by Proposer for the same services or materials (e.g., bid was highest bid received, bid fell in the middle of bids received, etc.).

19. SOLICITATION OF "COMPONENT" BIDS AND PROPOSALS FROM SUBCONTRACTORS

19.1. In order to promote and encourage the involvement of small, local firms and firms owned or operated by minorities or women, Proposer must solicit and consider bids/proposals from subcontractors covering only certain components of the scope of the Work for which particular bids/proposals are solicited, in addition to soliciting and considering bids/proposals from subcontractors for complete scopes of the Work.

20. RESTRICTED CONTACT PERIOD

20.1. The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and 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 process is prohibited.

Please review the full board policies available here.

21. RETENTION OF PROPOSAL DOCUMENTATION

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

PROPOSAL FORM

To: The Board of Trustees
Austin Independent School District
4000 S IH 35 Frontage Road
Austin, Texas 78704

Re: AISD CSP No.: 21CSP050

From: Jackson Galloway FGM Architects

Project Number: 21-2100-FULMR

Project Title: Lively Middle School Renovations

The undersigned Proposer ("Proposer") submits this Proposal for the performance of the Work of construction, alteration or repair (the "Work") described as follows:

Playfield improvements, running track replacement, heating and cooling improvements, and plumbing improvements

The undersigned Proposer has carefully examined and considered the Project Site and relevant conditions and circumstances for the Work, information and requirements set out in the Request For Competitive Sealed Proposals, the Drawings and Specifications, and the requirements of the proposed Contract Documents, including the Agreement for Construction, the General Conditions and the Notice of Prevailing Wage Rates, in making this Proposal. Capitalized terms used but not otherwise defined in this Proposal Form shall have the same meanings as designated in the Request For Competitive Sealed Proposals.

A.1 Pricing Schedule (Express in words and numbers.)

Base Proposal: _____

_____

($_____)

*If applicable, indicate the amount of HAZMAT Abatement included in the Base Proposal.

_____

_____

($_____)

A.2 Substantial Completion Date

All of the Work must be substantially completed no later than 08/09/2021

A.3 Liquidated Damages

AISD shall have the right under the Contract to assess liquidated damages for each and every calendar day beyond the Substantial Completion Date set out in the Contract that the Work fails to be substantially complete in the following amount per day: **$** 500.00

B. Enclosed Documents

Please refer to the Submission and Responsiveness Checklist for required documents.

C. Proposer Representations and Certifications

C.1 By signing and submitting this Proposal, the undersigned Proposer and person signing on its behalf certifies and represents to the Austin Independent School District as follows:

C.1.1 Proposer 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 Proposal;

C.1.2 Proposer 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 Proposal;

C.1.3 Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and Proposer 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 Proposal;

C.1.4 Proposer 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 Proposal, the submission of this Proposal, the award of this Proposal, or the performance, delivery or sale pursuant to this Proposal;

C.1.5 Proposer 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 Proposal on the basis of any consideration not authorized by law; and

C.1.6 Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this Proposal.

C.2 All information contained in this Proposal, including the information provided in Section D below is, to the best of the undersigned's knowledge and belief, true, complete and accurate.

C.3 PROPOSER WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND AISD, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF AISD'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS, INCLUDING, THE ADMINISTRATION OF THE REQUEST 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, AND PROPOSER WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

C.4 Proposer has received Addenda to the Request For Competitive Sealed Proposals, and agrees and understands that it will be responsible for performing the Work in accordance with all terms and conditions in all Addenda issued in connection with the Request For Competitive Sealed Proposals, and that its Proposal will be construed to include all requirements of all such Addenda. Proposer must print, date and sign all addenda cover sheets and attached them to their bid package.

C.5 Proposer (or its subcontractors/suppliers, as applicable) meets all of the Minimum Qualifications specified in Section 1.3 of the Request For Competitive Sealed Proposals.

C.6 The subcontractors/suppliers listed on the completed HUB Utilization Report meet all of the qualifications for the Project set forth in AISD's Project Manual/Specifications.

C.7 If requested by a subcontractor or material supplier who submitted a bid/proposal to Proposer in connection with the Work but who is not listed as a proposed subcontractor or supplier on Proposer's completed HUB Utilization Report, Proposer will provide feedback to such subcontractor or supplier as to how its bid/proposal compared with the other bids/proposals received by Proposer for the same services or materials in connection with the Work (e.g., bid was highest bid received, bid fell in the middle of bids received, etc.).

C.8 To promote and encourage the involvement of small, local firms and firms owned or operated by minorities or women, Proposer will solicit and consider bids/proposals from subcontractors covering only certain components of the scope of the Work for which particular bids/proposals

are solicited, in addition to soliciting and considering bids/proposals from subcontractors for complete scopes of the Work.

D. Proposer Information

All of the following information must be provided by Proposer. Use additional sheets if necessary. If additional sheets are used, clearly indicate the question number to which you are responding. Responses must be typed or printed neatly. Illegible responses will not be considered. The Proposer is also sometimes hereinafter referred to below as the "organization" or the "company."

D.1 General Information

D.1.1 Name of Proposer:_____

D.1.2 Name of Project:_____
_____

D.1.3 Address of office from which Proposer will conduct the Work:
_____

D.1.4 Proposer's Contact Person for this Work:
Name: _____
Address: _____ Phone:_____

D.1.5 Proposer's Home Office Address:
_____

D.1.6 Does any relationship exist between the Proposer, its officers, principals, or employees and any of AISD's officers, or Trustees? ☐YES ☐NO
If yes, please explain. _____

D.1.7 Principal Business:
☐General Construction ☐Mechanical/Electrical/Plumbing
☐Roofing ☐Interior Finish-out
☐Other (Please specify)_____

D.1.8 Licensing/Certifications for Prime Contractors:
List trade categories in which your organization is legally qualified to do business in Austin, Texas, and indicate registration or license numbers, as applicable.

If a Technology, Fire Alarm, Security or Roofing specialty contractor, please provide a list of each manufacturer with which your organization is authorized/certified to supply, service and install their products. Submit letters and certificates from the manufacturers, on manufacturers' letterheads, regarding the authorization to supply, service and install their products and, in addition, provide copies of certifications for the various personnel involved in the Project.

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 the Request For Competitive Sealed Proposals and 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

D.2.1 How many years has your organization been in business as a contractor? _____

D.2.2 How many years has your organization been in business under its present business name? _____

D.2.3 Under what other or former names has your organization operated?
Name:_____ Years: _____
Name:_____ Years: _____

D.2.4 If your organization is a corporation, answer the following:
Date of incorporation: _____
State of incorporation: _____
President's name: _____

D.2.5 If your organization is a limited liability company, answer the following:
Date of organization: _____
State of organization: _____
President's, Manager's or Managing Member's name: _____

D.2.6 If your organization is a partnership, answer the following:
Date of organization: _____
Type of Partnership: _____
Name(s) of general partner(s): _____

D.2.7 If your organization is individually owned, answer the following:
Date of organization: _____
Name of owner: _____

D.2.8 For all business entities other than publicly held corporations, provide the following:

Award to Nonresident Bidders

Is your business organized under the laws of the State of Texas?
☐YES ☐NO
What is the location of your principal place of business?
_____

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 B,** list 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" means K-12 and 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 your response 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 details not to exceed one page for each of the following questions.)

Has your organization ever failed to complete any work awarded to it? (If yes, attach details.)
☐YES ☐NO

D.4.2 Are there any judgments, claims, arbitration proceedings or suits (past, pending or outstanding) against your organization or its officers arising out of or in connection with your company's performance under a contract for construction management and/or construction services? (If yes, attach details, including a description of how such suits or claims were resolved, if applicable.)
☐YES ☐NO

D.4.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? (If yes, attach details.)
☐YES ☐NO

D.4.4 Has your organization been assessed liquidated damages on a project in the last eight (8) years? (If yes, attach details.)
☐YES ☐NO

D.4.5 Within the last five years, has any officer or principal of your organization ever been an officer or principal of **another** organization when it failed to complete a construction contract? (If yes, attach details.)
☐YES ☐NO

D.4.6 Trade References. Provide the following information for three trade references:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.5 Personnel

D.5.1 **On the attached Table 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 additional information 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 qualifications and experience relative to the Project.

D.6 Financial

Bank References - Provide the following information for three Bank references:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.6.1 Surety:
D.6.1.1 Name of your organization's bonding company:
_____

D.6.1.2 Name, address and phone number of agent:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

D.6.2 Financial Statement. All statements submitted will be used exclusively by AISD in the evaluation of the award of the contract on the underlying project. Statements will be kept confidential to the extent permitted by law.

D.6.2.1 Attach an audited or reviewed financial statement, including an independent auditor's report, balance sheet, income statement, and the related notes to the financial statement. Financial statements that are more than one-year old are not acceptable.

D.6.2.2 Name and address of firm preparing attached financial statement, and date thereof:

Company name: _____
Contact person:_____
Address :_____ Telephone: _____

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 pending a petition 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 with your organization'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 YEAR, the 300 log(s) FOR THAT SPECIFIC YEAR will not be required to be submitted. However, the OSHA 300A Summary Form Log must still be submitted FOR EVERY YEAR.

- OSHA 300A Summary Form Log must be completed signed, and dated. If no accidents, record "0" in appropriate column totals.

7.1.2 Loss run from your organization's insurance carrier or insurance agent covering your organization's workers' compensation insurance coverage. (Loss run is also referred to as "statement of claims" or SOC.) A loss analysis/loss summary may be submitted as long as it contains individual claims descriptions.

- Loss run 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.
- Names of claimants on loss run may be redacted/blackout.
- If there have been no losses, provide copy from your firm's insurance carrier stating no losses.
- Loss run/Loss Analysis/Loss Summary must be from the most recently completed policy year.
- This report must be produced and printed 60 calendar days or less before the bid due date.

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 provided for the most 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 experience 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.

- Hand-written experience modifiers WILL NOT be accepted.

- Experience rating documents indicating a calculated experience modifier will be accepted provided there is a final calculated experience modifier with applicable year indicated.

- This report must be produced and printed 60 calendar days or less before the bid due date.

Executed as of this _____ day of _____, 20_____.

Proposer: _____
(Full legal name of firm, including DBA, if applicable)

Address: _____

_____

City, State, Zip Code:_____

By: _____

Name:_____

Title:_____

Date:_____

Telephone: _____

Email:_____

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 Completion Date
1								
2								
3								
4								
5								
6								

Total Value of All Projects in Progress: $_____

Table B - All School (K-12 and higher education) projects completed in the past 8 years, beginning with projects for AISD

	Project Name	**Owner**	**Owner's Contact Person and Phone Number**	**Architect**	**Architect's Contact Person and Phone Number**	**Original Contract Amount**	**Total Change Order Amount**	**Final Contract Amount**	**Date of Completion**	**% of work completed with Own Forces**	**Liquidated Damages (Yes or No)**
1											
2											
3											
4											
5											
6											
	Total Value of All School Projects Completed in the Past 8 Years: $_____										

Table C - All Non-School projects completed in the past 8 years

	Project Name	**Owner**	**Owner's Contact Person and Phone Number**	**Architect**	**Architect's Contact Person and Phone Number**	**Original Contract Amount**	**Total Change Order Amount**	**Final Contract Amount**	**Date of Completion**	**% of work completed with Own Forces**	**Liquidated Damages (Yes or No)**
1											
2											
3											
4											
5											
6											
	Total Value of All Non-School Projects Completed in the Past 8 Years: $_____										

Table D – Personnel

Key Individuals	**Number of years with this Company**	**Commitment for duration of the Project (Yes or No)**
Project Manager (Name):		
Construction Superintendent (Name):		
Assistant Superintendent (Name):		
Field Engineer (Name):		

Number of school projects this team of key individuals has completed together:

_____

Number of non-school projects this team of key individuals has completed together:

_____

List below the names of all school and non-school projects that at least two of the key individuals listed above have worked on together:	
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.
21.	22.

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The full Project Manual, including required HUB documents, Contract Documents, Drawings (if any), Specifications (if any), and Addenda (if any), may be published as separate files. The full set of documents is available for download at Miller IDS under this solicitation number and name.

Attached hereto are the following documents, which are required to be filled out and turned in with your proposal:

- Proposal/Bid Bond
- Felony Conviction Notice
- Suspension and Debarment Certification
- Texas Gov't Code 2270 Verification

NOTICE OF PREVAILING WAGE RATES
AISD PROJECT NO.: 21-0021-LVELY

INFORMATION REGARDING PREVAILING WAGE RATES COMPLIANCE

1. Contractor and each subcontractor employed on the Project are responsible for complying with the Contract and the applicable provisions of Chapter 2258 of the Texas Government Code regarding the payment of prevailing wage rates.
2. **Contractor and each subcontractor employed on the Project are responsible for identifying any trade classifications and wage rates that are not listed on the prevailing wage rates and submit in writing upon execution of contract to the Executive Director of Construction Management Department at Austin Independent School District for approval and inclusion in the Project's prevailing wage rates.**
3. The Austin Independent School District shall assess, as a penalty, $60.00 for each worker employed on the Project for each calendar day or part of the day that the worker is paid less than the wage rates stipulated for the Project, and withhold additional funds as appropriate when confronted with wage and benefit violations.
4. The Austin Independent School District has the right to request random samples of Contractor and subcontractor payrolls without warning.
5. The Austin Independent School District has the right to conduct random interviews of workers across various trades at the Project site with no warning.
6. This Notice, including the attached prevailing wage rates for the Project as published by the United States Department of Labor in accordance with the Davis-Bacon Act, and its subsequent amendments, shall be posted on the Project site and shall remain in effect for the duration of the Contract.

PREVAILING WAGE RATES FOR THE PROJECT

The applicable prevailing wage rates for the Project are attached to this Notice.

The following shall be applicable to prevailing wage rates for the Project for apprentices and helpers:

- An apprentice may be charged at less than the journeyman wage stated in the applicable prevailing wage rates for the Project only if the apprentice is employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Department of Labor, or if the apprentice is employed within his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable prevailing wage rates.

- Helpers are not separately classified on the applicable prevailing wage rates for the Project. Thus, Contractors and subcontractors should assume that each worker will be classified under one of the existing job classifications on the attached. Contractors and subcontractors should not assume that any helper will be paid less than the journeyman wage for the most relevant job classification.

AVISO DE TARIFAS SALARIALES VIGENTES
NÚM. DEL PROYECTO DEL AISD : 21-0021-LVELY

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 listadas y enviarlas 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 cuando se encuentren 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 Davis-Bacon, 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 pare 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 los EE. UU., Administración 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 hora del 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 deben presuponer 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
0	01/03/2020
1	02/14/2020
2	09/11/2020

ASBE0087-014 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

CARP1266-002 04/01/2017

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation)	$ 21.96	7.90

ELEC0520-005 01/01/2020

	Rates	Fringes
ELECTRICIAN		
Excludes Installation of Sound and Communication Systems	$ 29.44	11%+5.73
Low Voltage Wiring Only	$ 29.44	11%+5.73

ELEV0133-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 42.30	34.765

Footnote:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes	$ 34.85	9.85

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0286-010 06/01/2020

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 31.00	14.37

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* SFTX0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 30.64	21.68

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* SHEE0067-007 07/06/2020

	Rates	Fringes
SHEET METAL WORKER		
Excludes HVAC Duct Installation	$ 27.29	15.08
HVAC Duct Installation Only	$ 27.29	15.08

SUTX2014-049 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.07	0.00
CARPENTER (Acoustical Ceiling Installation Only)	$ 14.00	0.00
CARPENTER (Form Work Only)	$ 15.62	0.05
CEMENT MASON/CONCRETE FINISHER	$ 15.71	0.00
DRYWALL FINISHER/TAPER	$ 17.06	4.43
DRYWALL HANGER AND METAL STUD INSTALLER	$ 17.47	3.45
ELECTRICAL INSTALLER (Sound and Communication Systems) (Excludes Wiring)	$ 18.00	2.30
FLOOR LAYER: Carpet	$ 21.88	0.00
GLAZIER	$ 12.83	0.00
HVAC MECHANIC (HVAC Unit Installation Only)	$ 23.78	6.89
IRONWORKER, REINFORCING	$ 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.....$ 14.00 0.00

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

Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WATERPROOFER.....$ 16.30 0.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors 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, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

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END OF GENERAL DECISION"

PROPOSAL/BID BOND

KNOW ALL BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to Austin Independent School District ("AISD") in the principal sum of:

_____

_____Dollars ($_____).

Now the condition of this bond is this: that, whereas the undersigned principal has submitted to AISD a proposal or bid to enter into a certain contract whereunder principal undertakes to perform the following-described work of construction, alteration or repair for AISD 21CSP050 / 21-0021-FULMR.

NOW, THEREFORE, if the principal shall, within ten (10) days following acceptance by the Board of Trustees of AISD of such proposal or bid and award by said Board to said principal of said contract, execute and return such further contract documents as may be required by the terms of the proposal or bid accepted, and within five (5) days after execution of such contract documents, deliver its safety program manual, the safety plan for the Project, and the bonds and insurance documents, as required by the terms of the proposal or bid accepted, then this obligation shall be null and void, otherwise it shall remain in full force and the amount hereof shall be paid to and retained by AISD as liquidated damages for principal's failure to do so.

Principal: _____

By: _____

Title: _____ Date: _____

Surety: _____

By: _____

Title: _____ Date: _____

CONSTRUCTION FORM AISD/FCN (Rev. Feb. '05)
AUSTIN INDEPENDENT SCHOOL DISTRICT

21CSP050 / 21-0021-FULMR

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

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

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: _____

21CSP050 / 21-0021-FULMR

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred 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: _____

21CSP050 / 21-0021-FULMR

TEX. GOV'T CODE CHAPTER 2270 VERIFICATION

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of company ("Company"): _____

County of Company: _____

Affiant herby swears, verifies, and declares under penalty of perjury that the following statements are true in accordance with the terms, definitions, and conditions of Texas Government Code Chapter 2270 ("Chapter 2270"):

1. Affiant is authorized by Company to make this affidavit.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language and is over eighteen (18) years of age.

4. The Company does not currently boycott Israel.

5. The Company will not boycott Israel during the term of the Agreement with Austin Independent School District in accordance with Chapter 2270.

_____

Signature of Affiant

_____

_____

Address