



**REQUEST FOR PROPOSAL
(RFP)**

Austin Community College District (ACC) invites qualified firms to submit qualifications and proposals to provide asbestos abatement, mold remediation, lead abatement, and other hazardous materials services district-wide.

RFP No. 926-10002RW

Proposals **MUST** be submitted to:

AUSTIN COMMUNITY COLLEGE DISTRICT
PURCHASING DEPARTMENT
ACC SERVICE CENTER
9101 TUSCANY WAY
AUSTIN, TX 78754

by no later than:

December 10, 2009; 2:00 p.m., Central Standard Time

On the date and at the time for submission of proposals, responses will be opened and identified by offeror name; however, proposals will not be read aloud.

Proposals that arrive after the date and time for submission of proposals will be rejected.

Companies are encouraged to respond even if they do not wish to submit a response. A "No offer" is considered as a response (*see* Exhibit C).

Proposals may not be withdrawn for a period of ninety (90) days subsequent to the date and time for submission without the consent of the Director of Purchasing.

ACC reserves the right to accept or reject any or all proposals, in whole or in part, to waive informalities or technicalities, to clarify ambiguities, and to award items or groups of items as may be in the best interest of ACC. **Note: All campuses of ACC will be closed for the College Winter Break starting December 22, 2009 through January 3, 2010.**

s/s/
Reed Stoddard
Assistant Director of Purchasing

Friday, October 30, 2009
Issue Date

Introduction

Intent and Scope of Work

Austin Community College District (hereinafter, "ACC"), is seeking the services of qualified individuals or firms to provide asbestos abatement, mold remediation, lead abatement, and other hazardous materials services district-wide.

Qualified, interested firms are invited to submit their qualifications and a written proposal accordance with the specifications and guidelines set forth in this Request for Proposal No. 926-10002RW (the "RFP").

The scope of work is further defined in PART III of this RFP.

College Information

ACC is a large, urban community college operating as a multi-campus, single college district. ACC is governed by a publicly elected nine-member Board of Trustees, and has a taxing district that includes the Austin, Leander and Manor independent school districts. ACC is fully accredited by the Southern Association of Colleges and Schools, and is also guided by the Texas Higher Education Coordinating Board.

ACC's website is at: <http://www.austincc.edu>.

Key Event Dates	
Event	Date
Publish the RFP	Friday, October 30, 2009
Advertise RFP	Monday, November 2, 2009
	Monday, November 9, 2009
Pre-proposal Conference Final Date for Questions	If required, Notice will be posted. Tuesday, November 17, 2009, No Later Than Noon, 12:00 p.m. CTS
Date for Issue of Addenda (If required)	Thursday, November 19, 2009
Deadline for Proposal Submission	Thursday December 10, 2009; No Later Than 2:00p.m., CTS
Contract Award	Upon approval of selection by ACC Board of Trustees
Services Commence	As soon as possible after contract award.

NOTE: All campuses of ACC will be closed for the College Winter Break starting December 22, 2009 through January 3, 2010.

PART I – PROPOSAL REQUIREMENTS

1.0 Instructions to Offerors

1.1 Advice

The department responsible for this RFP is the Purchasing Department located at 9101 Tuscan Way, Austin, Texas, 78754. The ACC contact for this RFP is Rodney Wheeler, Construction Buyer; telephone (512) 223-1056; fax (512) 223-1902; email rwheeler@austincc.edu. All questions, prior to award, must be directed to Mr. Wheeler.

From the issue date of this RFP until contract award is made, offerors are not allowed to communicate about the subject of this RFP with any ACC administrator, faculty, staff, or members of the Board of Trustees except:

- 1.2.1 The ACC contact named in subsection 1.1, above;
- 1.2.2 ACC representatives authorized in writing by the Director of Purchasing;
- 1.2.3 ACC representatives during a pre-proposal conference, if any;
- 1.2.4 ACC representatives during presentations, if any.

If a violation of this provision occurs, ACC reserves the right to reject the proposal submitted by the offending offeror.

1.3 Questions

Questions concerning this RFP must be submitted in writing to the ACC contact named in section 1.1, *above*, by no later than Tuesday, November 17, 2009 by Noon. If ACC determines that questions necessitate a change to this RFP, the change will be reduced to writing in the form of an addendum.

1.4 Form of Proposal and Method of Submission

Electronically submitted proposals are not acceptable. All proposals must be submitted as one (1) original and five (5) copies, clearly labeled as “Original” and “Copy”, (these copies are for use by the evaluation committee). **Proposals must be received by the deadline for submission of proposals in a sealed envelope clearly marked (type or block lettering only) with the firm name, return address, the RFP number and the closing date and time.**

Proposals not submitted as instructed may not be accepted. Amendments to proposals, once filed, may only be submitted in a properly-identified, sealed envelope, prior to the date and time for submission of proposals.

1.5 Receipt of Proposals / Late Proposals

- 1.5.1 It is the sole responsibility of the offeror to ensure timely delivery of its proposal to the ACC Purchasing Department. ACC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies such as FedEx, UPS, DHL, or Airborne Express, or any other mode of delivery chosen by the offeror.
- 1.5.2 Proposals received after the date and time specified for submission of proposals shall be considered late and shall not be considered for award, unless one or more of the following conditions exists:
 - 1.5.2.1 it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the proposal by ACC; or

1.5.2.2 only proposal received; provided however, that the proposal is received by close-of-business (5:00 p.m.) on the date for submission of proposals.

1.6 Accuracy of Proposal / Withdrawal of Proposal Prior to Deadline for Submission of Proposals

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile at any time prior to the hour of closing, provided that the facsimile is signed and dated by the offeror's authorized representative. However, no proposal may be withdrawn for a period of ninety (90) days subsequent to the closing without the prior written approval of the Director of Purchasing.

1.7 Disclosure

Offerors shall note any and all relationships that might be a conflict of interest and include such information with the proposal. (*see* Part II, Contract Terms and Conditions, section 7.0)

1.8 Costs for Responding

All cost(s) directly or indirectly related to preparation of a response to the RFP, and any oral presentation required supplementing and/or clarifying a proposal shall be the sole responsibility of and shall be borne by each offeror.

1.9 Offeror Response and Proprietary Information

1.9.1 This RFP specifies the format, required information, and general content of proposals submitted in response to this RFP.

1.9.2 The Purchasing Department will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Department, ACC's administrative staff, and the members of the evaluating committee; provided however, that if Board of Trustee authorization is required, the departments' recommendation for award will be published as an agenda item.

1.9.3 After a contract is awarded in whole or in part, ACC shall have the right to duplicate, use, or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record. Offerors must label each page containing what they believe to be a proprietary or trade secret in the bottom margin. Disclosure of a proposal, in whole or in part, including pages marked "proprietary" or "trade secret," is governed by the Texas Open Records Act.

1.10 Disposition of Proposals

All proposals become the property of Austin Community College District. The successful proposal may be incorporated into the resulting contract by reference.

1.11 Alternate Proposals

Offerors who wish to do so, may submit alternate proposals. If more than one proposal is submitted, however, each proposal must be complete (*i.e.*, separate and separately submitted), and must comply with the instructions set forth in this RFP. Each proposal will be evaluated on its own merits.

1.12 Rejection of Proposals

In addition to those stated elsewhere in this RFP, grounds for the rejection of proposals include, but shall not be limited to:

1.12.1 Failure of a proposal to conform to the essential requirements of the RFP.

1.12.2 An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to ACC in any contract awarded on the basis of such solicitation.

1.12.3 Failure of the offeror to certify the RFP.

1.13 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

1.14 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except *bona fide* employees of the offeror or *bona fide* established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, ACC shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.15 Publicity Releases

Neither an offeror nor the contractor shall refer to award of the contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by ACC.

1.16 Security and Integrity of Data

In case the offeror gains access to data, files, and or other materials (collectively referred to as "data") that are the property of ACC, the offeror shall preserve the safety, security and integrity of the data, and shall ensure the confidentiality, sensitivity, privilege and privacy of all data.

1.17 Award of Contract

1.17.1 Award shall not be made upon opening of the proposals but at a time as soon thereafter as may be necessary to evaluate proposals and to obtain Board of Trustee authorization, if required.

1.17.2 The provisions, terms and conditions of this RFP shall become a part of any subsequent contractual documents. Failure of the successful offeror to accept this obligation may result in the cancellation of any recommendation to award.

1.17.3 It is the intent of ACC to award the contract to the qualified offeror whose proposal, conforming to the conditions and requirements of the RFP, is determined to offer the best value to ACC.

1.17.4 Notwithstanding the above, this RFP does not commit ACC to contract for any requirements detailed in this document.

2.0 Required Format and Content of the Proposal

Proposals shall be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. Proposals are to be submitted according to the directions in this RFP, Part I, 1.4, on page 3.

Each original and copy of the proposal shall be bound in a single volume and labeled in such a manner that each and every page will be identifiable as to offeror name. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.

Proposals must include the following information in tabbed sections, as follows:

2.1 **TAB 1:** Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the offeror. It shall include:

- 2.1.1 a statement summarizing offeror's understanding of the work to be performed hereunder;
- 2.1.2 a statement acknowledging any addenda issued to this RFP by ACC.
- 2.1.3 a statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and interviews.
- 2.1.4 a statement regarding any deviations from, or exceptions to, this RFP, and justification therefore. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.
- 2.1.5 contact information for the individual responsible for the RFP submittal, including name, title, address, phone number, fax number and email address.

2.2 **TAB 2:** Required Documentation

The required documentation should be organized under this tab in the following sequencing:

Signed and completed Bidder's Disclaimer Statement, Exhibit A;
Completed references, Exhibit B;
Signed and completed Certification, Part IV;
Completed HUB/Minority Subcontracting Plan, Exhibit D;
Completed and signed Rates and Charges, Exhibit E;
Signed and completed IRS Form W-9;
Proof of Insurability in accordance with Part II, Terms and Conditions, Section 10.0. Acceptable proof of insurability will be a certificate of insurance or letter from the insurance carrier (not an insurance agent).
ACC Vendor Application (attached to RFP)

2.3 **TAB 3:** Offeror Qualifications. Criteria 1

The purpose of the qualifications section is to determine whether the offeror meets the minimum requirements necessary to provide the services which are the subject of this Request for Proposal.

- 2.3.1 The offeror must provide proof of certification to provide the scope of services herein.
- 2.3.2 The offeror must furnish certification of authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof.

2.4 **TAB 4:** Summary and Proposal Overview

- 2.4.1 Ownership and organization. State the company name. Give the company's principal address and the satellite office(s) from which services under this contract will be conducted, keeping in mind that ACC faculty and staff work throughout the Central Texas region. Provide the names of contact persons principally responsible for services under this contract, their phone numbers and office addresses. Provide number of years you have been in business and the number of years the company has been in business at its principal address.
- 2.4.2 Provide the names, short biographies, licenses and qualifications of the service team who will provide services to ACC faculty and staff. As applicable, provide years of experience, years with your company, position titles and any other pertinent information. Provide a list of all prospective workers. Only registered asbestos abatement workers are allowed to work in public buildings (Texas Administration Code, Title 25, Part 1, Chapter 295, Subchapter c, Rule §295.42)

- 2.4.3 List of five (5) Successful Jobs Completed within the past five years
- a. Indicate the length of service and the company size
 - b. If there are multiple projects for one client, only one project and its asbestos abatement activity are needed. For example, ACC consists of eight campuses. Client will only list one project. **The list may look as follow:

ACC Riverside campus--main building, 2,000 occupants
Asbestos abatement activity beginning May 2003 through August 2003.

**List provided is only an example. The information contained is neither true nor accurate.

- 2.4.4 Condense and highlight the contents of the proposal in such a way as to give the evaluation committee a complete understanding of your proposal.

2.5 **TAB 5:** Litigation and Registration

- 2.5.1 Are you a party, in any capacity, to any current, actual or pending litigation? If yes, provide the details of the litigation and explain in detail.

- 2.5.2 Within the last six years, have you, any predecessor, or any member of your company been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

- 2.5.3 Provide A summarized list of Notices of Violation (NOV) in relation to asbestos abatement, lead abatement, mold remediation, environmental activities. Include a description of the violation, date of violation, and the actions taken after receipt of NOV. Only include NOV's within the past five years. (NOV's may be verified with DSHS or TCEQ).

2.6 **TAB 6:** Services Defined

Fully describe the services you will provide to ACC and to its faculty and staff and your delivery method for those services. Include detailed information regarding your controls to protect the security and integrity of ACC data in accordance with Part I, section 1.16.

2.7 **TAB 7:** Rates and Charges

Listing of services provided with unit pricing. Provide per square foot pricing for asbestos abatement, lead and mold remediation. Subject to Part II, Terms and Conditions, Section 3.0, Compensation and Method of Payment, state the terms and provide a listing of discount for materials and labor. Include RFP, Exhibit E document.

2.8 **TAB 8:** Additional Information

Provide any additional information that you believe should be considered when evaluating your company's proposal. List of any additional services provided with unit pricing.
The offeror may present any appropriate, supporting documentation that would be pertinent to this RFP.

3.0 Evaluation

Subject to Part I, subsection 1.17, Award of Contract, proposals will be evaluated by a committee made up of representatives from various departments within the College.

Proposals will be evaluated in accordance with Texas Education Code, Chapter 44, Subchapter B, as follows:

- 3.1 The indicated understanding of the scope of work and demonstrated abilities to coordinate delivery of the required services (5 points);

- 3.2 Demonstrable company vitality (5 points);
- 3.3 Documentation showing existing safety program and employee education (15 points);
- 3.4 Rates and charges to the college (20 points);
- 3.5 Documented experiences, resources and qualifications and individuals assigned to the account, including indicated relevant experience managing similar relationships with a community college, four-year institution of higher education and/or other public sector client(s) (30 points);
- 3.6 Indicated understanding of the needs and operational requirements of ACC (5 points);
- 3.7 The value of any creative product or service, ideas or enhancements (5 points);
- 3.8 Documentation of total number of Notices of Violation (NOVs) within the past five (5) years and evaluations of citations, penalties and claims (10 points); and
- 3.9 Conciseness and quality of proposal (5 points).

PART II - CONTRACT TERMS AND CONDITIONS

1.0 Applicability

These terms and conditions are applicable to and shall form a part of any contract executed pursuant hereto.

2.0 Term of Contract and Option to Renew

- 2.1 The effective date of the contract shall be the date the contract is executed. Service is anticipated to commence on or before March 1, 2010.
- 2.2 This contract shall have an initial term of twenty-four (24) months.
- 2.3 ACC may, at its sole option, extend the contract for up to three (3), twelve (12) month periods.
- 2.4 Extensions shall be subject to the terms and conditions of this contract and shall be put into effect by a written amendment executed by the parties not less than thirty (30) days prior to termination.

3.0 Invoicing and Payment

ACC will issue a blanket purchase order to the Contractor for coverage of payments for services provided during the ACC fiscal year (September to August). The Contractor will reference this blanket purchase order (BPO) number on all statements and invoices presented to the college for payment.

4.0 Contracts Subject to Uniform Commercial Code

Where applicable, contracts between a contractor and ACC shall adhere to the statutes set forth in the Uniform Commercial Code (Arts. 1-9) by the American Law Institute and National Conference of Commissioners on Uniform State Laws (1992).

5.0 Laws, Statutes, and Other Governmental Requirements

- 5.1 The contractor shall procure all necessary certificates, permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.
- 5.2 The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto, shall be the responsibility of the contractor.

6.0 Taxes

The purchase, lease, rental, storage, use or other consumption of tangible personal property, for the performance of work hereunder is exempted from state and local tax pursuant to the provisions of Article 20.04(Y) of the Texas Limited Sales Excise and Use Tax Act. To claim the benefit of this exemption, the vendor must comply with such procedures as may be prescribed by the State Comptroller of Public Accounts.

7.0 Conflict of Interest

ACC Administrative Rule No. 7.02.001 (Purchasing G-2) states:

No contract for the purchase of Personal Property or Service shall be awarded to any vendor where the contract would violate the applicable state laws regarding conflicts of interest by elected or appointed public officers. Neither ACC trustees, employees, nor their spouses, shall accept gifts or entertainment from vendors of the College. The College shall not do business with any of its trustees, employees, or their spouses.

8.0 Extra Contractual Services

ACC reserves the right to purchase services of a related or similar nature and kind from the contractor. Such services, if purchased, shall be on an as needed basis at contractor's then-prevailing prices; provided, however, that such prices are deemed reasonable by ACC.

9.0 Indemnification

The contractor shall save and hold harmless and indemnify ACC against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

10.0 Insurance Requirements

Contractor shall procure and maintain at its own expense the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to ACC.

- 10.1 General public liability insurance covering all duties, services, or work to be performed under the contract; for contracts up to \$100,000, insurance shall provide limits of \$1,000,000 each occurrence, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury liability, \$50,000 fire damage liability, \$5,000 medical payments coverage, \$2,000,000 policy aggregate.
- 10.2 Automobile liability insurance: Combined Single Limit \$500,000 or as required by law.
- 10.3 The contractor shall maintain Workers Compensation Insurance providing the statutory benefits for the State of Texas.
- 10.4 Professional Liability Insurance: limits \$1,000,000 occurrence/aggregate (for consultant/services).
- 10.5 ACC shall have no responsibility of liability for such insurance coverage. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the College. All of these required policies must include a Waiver of Subrogation in favor of Austin Community College, its trustees and employees.
- 10.6 Contractor shall submit a properly endorsed Certificate of Insurance by no later than the tenth (10th) day after execution of the contract and prior to any payment being made to, or work performed by, the contractor. Each policy of insurance shall provide for thirty (30) days notice of cancellation to ACC and shall name ACC's Board of Trustees as additional insureds and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the ACC Purchasing Department, 9101 Tuscany Way, Austin, Texas 78754, thirty (30) days in advance of the effective date of any reduction in, or cancellation of, this policy."

11.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

12.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit

ACC's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by ACC for the conduct of its affairs.

13.0 Bankruptcy

In the event that a voluntary petition is filed by the contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, ACC may terminate this contract without prejudice to any rights hereunder.

14.0 Termination

ACC, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of this contract. In case of default, ACC reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the contractor was not in default, or (2) failure to perform was beyond contractor's control, fault or negligence, the termination shall be considered a termination for convenience.

14.1 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by ACC, ACC shall be liable for the payment of all approved work performed prior to the termination. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse ACC for payments already made to the contractor by ACC; such reimbursement shall be acceptable to ACC and shall be made within thirty (30) days of contractor's notice to terminate.

14.2 Termination upon Death

In the case of the death of the contractor, if sole proprietor, this contract may be terminated immediately at ACC's discretion.

14.3 Bankruptcy

The Director of Purchasing may terminate this contract for non-performance, as determined by the College for such causes as:

Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.

15.0 Suspension

ACC shall also have the right to suspend the contract upon written notice to the contractor. Such written notice shall state the reason(s) for suspension and allow for a period of ten (10) days during which the contractor shall be provided with an opportunity to respond to the notice of suspension, or shall undertake any reasonable remedial action required by ACC. If, in the opinion of ACC, the contractor remains in violation of this contract at the

completion of the ten (10) day suspension period, ACC shall have the right to terminate this contract, whereupon all obligations of ACC to the contractor shall cease.

16.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event ACC prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

17.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

18.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the ACC Director of Purchasing. In the case of the death of the contractor, if a sole proprietor, this contract may be terminated at ACC's discretion.

19.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

20.0 Governing Law

All contracts shall be governed by and all dispute between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Travis County, Texas only after Alternate Dispute Resolution (ADR) has been exhausted.

21.0 Performance Bond

- 21.1 A performance bond will be furnished to the College within ten days after award of the contract and shall be in an amount equal to the amount of money to be paid by the College under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.
- 21.2 If the performance bond is not submitted to the College within ten (10) calendar days, the College has the right to render the award ineffective.

22.0 Entire Agreement

This contract contains the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.

PART III - SCOPE OF WORK

The Contractor shall carefully examine these specifications and secure from ACC additional information that may be required for a clear and full understanding of the work.

1.0 PURPOSE

The purpose of this contract is to establish a contractor that will provide asbestos abatement, mold remediation, lead abatement and hazardous materials services for ACC campuses on as needed basis.

2.0 SCOPE OF WORK

All services performed under this contract are to be conducted in strict accordance with all local, state and federal regulations governing requested services. Only licensed remediation/abatement contractors are allowed to conduct services as described herein.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 Contractor will control and minimize exposures to asbestos, mold, lead, and/or any other environmentally hazardous materials for all ACC employees, faculty, staff, students, and general public visiting any ACC campus during the dislodgement or removal of materials during the course of performing repairs, maintenance, renovation, installation, replacement, or clean up operation.
- 3.2 Contractor shall take all necessary precautions to insure the safety of ACC employees, students and Contractor's employees and shall perform all work in strict accordance with safety rules, government codes, regulations and ACC Contractor safety program.
- 3.3 Contractor shall collaborate with ACC's current environmental engineering services contractor(s), in conjunction with ACC's Environmental Health Safety and Insurance department for requested services.
- 3.4 Contractor shall inspect and be solely responsible for the inspection of all abatement/remediation in every respect to the requirements of ACC and all local, state and federal regulations. ACC shall have the right at all times to inspect any of the work wherever situated for its progress and contractor shall provide reasonable facilities of such inspection.
- 3.5 The Contractor will warrant that all items, materials, and work furnished will conform to the specifications provided by applicable laws.
- 3.6 Should there be defects, errors or omissions in or breach of warranty of Contractor concerning services, without cost to ACC, shall promptly correct, repair or replace materials or workmanship in whatever manner necessary so that all requirements of the work are satisfactorily fulfilled. If Contractor fails after reasonable notification to proceed promptly with the correction, ACC may remedy defects through another qualified asbestos abatement contractor and charge the cost to the awarded Contractor. In addition, ACC may file an enforcement action through the appropriate regulatory agency.
- 3.7 The Contractor shall protect as necessary, all of ACC's existing structures and operations adjacent to the work that are affected by any operations connected with the work.

- 3.8 At all times during the abatement/remediation process and upon completion of services, the Contractor shall clean up, remove, and dispose of all surplus materials, containers, trash, and debris as per applicable state and federal regulations.
- 3.9 The Contractor shall procure at his own expense all necessary licenses and permits and shall conform to all laws, regulations, and ordinances applicable to the performance of this contract.
- 3.10 Listing of all campuses are located on Exhibit F. Some or all campuses listed will require abatement, remediation or hazardous materials services. This does not include hazardous waste management and disposal.

4.0 GENERAL INFORMATION

- 4.1 ACC has approximately 3,500 employees. Total number of enrollment is approximately more than 70,000 college credit and non-credit students. For further information regarding each campus, please go to: <http://www.austincc.edu/locations/index.php>
- 4.2 ACC operates with a budget of more than \$111 million; revenues are drawn from state funds, tuition and fees, local taxes, and other sources.
- 4.3 Contractor Safety

Contractors will be required to comply with the Austin Community College Contractor Safety Program. All aspects of this program can be viewed at <http://www.austincc.edu/ehs/contractorsafety.php>. Contractor shall maintain compliance with all federal, state and local regulatory requirements. Non-compliance may result in the contract being cancelled or in a reduction of the final payment for reimbursement to ACC for any cost incurred by ACC to maintain regulatory compliance.

PART IV – CERTIFICATION

- 1.0** I hereby certify that I am authorized by the company whose name appears on this Certification, to submit this proposal and to execute a contract on behalf of said company.
- 2.0** I certify that the following items are included with the proposal:
- All items required under Part I, section 2.0 of this RFP (required)
 - Exhibit A – Bidder’s Disclaimer Statement (required)
 - Exhibit B – References (required)
 - Exhibit D - HUB/Minority Subcontracting Plan (required)
 - Exhibit E – Rates and Charges
 - IRS Form W-9 (Completed and signed)
 - Proof of Insurability in accordance with Part II, Terms and Conditions, Section 10.0.
 - ACC Vendor Application (Completed and Signed)
- 3.0** I certify that this proposal meets all the requirements of the Request for Proposal and shall remain firm for a period of ninety (90) days.
- 4.0** I certify that I have read the Request for Proposal including the Contract Terms and Conditions and the Scope of Work, and I understand that they shall be a part of the contract issued pursuant to this Request for Proposal:

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Telephone: _____

E-Mail: _____

Date: _____

Exhibit A
BIDDER'S DISCLAIMER STATEMENT

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Austin Community College that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01 (3) of the Texas Penal Code, or anything of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder 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 bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Community College concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders and so further certifies and represents that Bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer anything of pecuniary benefit or any other thing of value to any officer, trustee, agent or employee of the Austin Community College in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it 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 Community College in connection with information regarding this bid, the submission of this bid, the award of this bid or the delivery or sale pursuant to this bid.

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.

FELONY CONVICTION NOTIFICATION

State of Texas Education Code, 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

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ **PHONE:** _____

SIGNATURE OF COMPANY OFFICIAL: _____

TITLE: _____ **DATE:** _____

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR
- My firm is not owned nor operated by anyone who has been convicted of a felony. OR
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Are you a certified Historically Underutilized Business (HUB)?

- Yes No

If yes, with whom are you certified? _____

Enter 5-digit certification number: _____

Please check corresponding box:

- | | | |
|---|-------------------------------|---------------------------------|
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Black American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Native American (Indian) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Woman (of any ethnicity) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |

Exhibit B

References

This Exhibit B must be completed and submitted with the proposal. Indicate three (3) references in accordance with RFP, Part I, Subsection 2.2.

1. Company Name: _____
 Contact Person: _____
 Title: _____
 E-Mail Address: _____
 Phone/Fax Number: _____
 Address: _____

2. Company Name: _____
 Contact Person: _____
 Title: _____
 E-Mail Address: _____
 Phone/Fax Number: _____
 Address: _____

3. Company Name: _____
 Contact Person: _____
 Title: _____
 E-Mail Address: _____
 Phone/Fax Number: _____
 Address: _____

Exhibit D
HUB/Minority Subcontracting Plan

(If no subcontracting opportunities exist, mark this document, "Not Applicable," complete Offeror Name, Address and Phone, and submit this document with your proposal.)

Offeror Name: _____.

Address: _____

Phone: _____ RFP No: As indicated on top right

Title of RFP: As indicated on the top right

Name of Subcontractor/Supplier: _____

Address: _____

Phone: _____ Is subcontractor a certified HUB? Yes No

If yes, enter HUB certificate no: _____

Dollar amount of contract with subcontractor/supplier: \$_____

Percentage amount of contract with subcontractor/supplier: %_____

Submit a separate form for each subcontractor/supplier



Purchasing

Vendor Application

Please complete the following information and return to Austin Community College, Purchasing Department, 9101 Tuscany Way
Austin, Texas 78754, Phone (512) 223-1300, Fax (512) 223-1902
***Required fields must be completed in order to process application**

Please attach an IRS form W-9 and return it with this application.

*COMPANY NAME _____
COMPANY REPRESENTATIVE _____ *FEIN/SSN _____
*STREET ADDRESS/PO BOX _____
*CITY _____ *STATE _____ *ZIP _____
*PHONE (____) _____ *FAX (____) _____ OTHER (____) _____
*REMITTANCE ADDRESS & PHONE NUMBER _____
(if different from above) _____ *PHONE (____) _____
WEBSITE ADDRESS _____ EMAIL _____ @ _____

Please check all appropriate boxes in each section:

- *Application Set-up: New Vendor Request Information Change/Update Alternate Address/Phone Addition
- Business type: Sole Proprietorship Partnership Joint Venture Corporation Non-Profit
 Governmental Agency Educational Institution Professional Organization Dealer
 Manufacturer Jobber Retailer Publisher Small Business
- *Is your business currently certified as a Historically Underutilized Business (HUB)? Yes No
If yes, with whom? City of Austin Travis County Capital Metro State of Texas
Please indicate type: African-American Female (01) African-American Male (02) Hispanic Female (03)
 Hispanic Male (04) Asian Pacific Female (05) Asian Pacific Male (06) Native
American Female (07) Native American Male (08) Non-Minority Female (09)

Please attach a copy of your current certification.

- Do you accept purchase orders? Yes No Must a check accompany the purchase order? Yes No

Authorized Vendor Signature: _____ Title: _____

Printed Name: _____ Date: _____

FOR INTERNAL USE ONLY—DO NOT COMPLETE

VENDOR ID _____ DATE ENTERED _____ INITIALS _____

PRCH.005.0206