



### **Request for Proposals**

Austin Community College District invites qualified firms to submit proposals for provision of services as an Investment Advisor.

Request for Proposal No. 946-09038RW

All proposals must be submitted to:

Austin Community College  
Purchasing Department  
ACC Service Center  
9101 Tuscany Way  
Austin, Texas 78754

by no later than:

Thursday, September 3, 2009 at 2:00 p.m., CST

On the date and at the time for submission of proposals, responses will be opened and identified by proposer name.

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Proposals may not be withdrawn for a period of ninety (90) days subsequent to the date and time for submission without the consent of the Director of Purchasing.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

s/s/

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Reed Stoddard  
Assistant Director of Purchasing

Friday, July 10, 2009  
Issue Date

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**Investment Advisor Services**

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**Intent of the Request for Proposals**

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms to provide services as Investment Advisor to the College district-wide.

**College Information**

ACC is a two-year community college providing university transfer, workforce training, continuing education and adult basic education opportunities. Each year more than 65,000 credit and non-credit students take advantage of ACC’s low tuition, small classes, convenient locations, and great instructors.

ACC was founded in 1973 as part of the Austin Independent School District. Today, the college functions as an independent institution and operates seven campuses throughout Greater Austin as well as 40 other locations in ACC’s service area. Set and periodically revised by the state Legislature, ACC’s service area encompasses all of the following counties: Travis, Hays, Bastrop, Caldwell, Blanco, Gillespie, and parts of both Gonzales and Williamson Counties. ACC is composed of areas that support the college’s operations through an ad *valorem* tax, include the Austin, Del Valle, Leander, and Manor independent school districts.

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

<b>Key Event Dates</b>	
<b>Event</b>	<b>Date</b>
RFP Issue Date	Friday July 10, 2009
Advertise RFP	Monday, July 13, 2009 Monday, July 20, 2009
Pre-Proposal Conference	If required, conference location, date and time will be posted on the ACC Purchasing website at: <a href="http://www.austincc.edu/purchase/advertisedbids.php">www.austincc.edu/purchase/advertisedbids.php</a>
Deadline for Questions	Wednesday, August 12, 2009 at noon
Issuance of Addendum, if required	If required, Friday, August 14, 2009
Deadline for Proposal Submission	Thursday, September 3, 2009 at 2:00 pm
Contract Award	On or about Friday, September 18, 2009

## PART I – PROPOSAL REQUIREMENTS

### 1.0 Instructions to Proposers

#### 1.1 Advice

The department responsible for this RFP is the Purchasing Department located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC primary contact for this RFP is Rodney Wheeler, Construction Buyer, telephone (512) 223-1056; fax (512) 223-1092; email [rwheeler@austincc.edu](mailto:rwheeler@austincc.edu) The alternate contact is Carol Crader, Buyer, telephone (512) 223-1041; fax (512) 223-1902; email [crcrader@austincc.edu](mailto:crcrader@austincc.edu) All questions and/or comments, prior to award, must be directed to either Rodney Wheeler or Carol Crader.

#### 1.2 Restrictions on Communications with College Staff

From the issue date of this RFP until contract award is made, proposers 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 contacts named in Advice, *above*;
- 1.2.2 ACC representatives authorized in writing by the Director of Purchasing;
- 1.2.3 ACC representatives during the 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 proposer.

#### 1.3 Deadline for Questions or Comments

Questions or comments concerning this RFP must be submitted in writing to the ACC contacts named in section 1.1, Advice, by no later than the date and time indicated in Key Event Dates on page 2, *above*. If ACC in its sole discretion determines that questions necessitate a change to this RFP, the change will be reduced to writing in the form of an addendum and published on the ACC Purchasing Department website: (<http://www.austincc.edu/purchase/advertisedbids.php>)

#### 1.4 Form of Proposal and Method of Submission

Electronically submitted or facsimiled proposals are not acceptable. All proposals must be submitted in one (1) original and five (5) copies. The original must be clearly marked as such. 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 proposer 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 or UPS or any other mode of delivery chosen by the proposer.

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

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 proposer'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

Proposers 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)

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 proposer.

1.9 Pre-Proposal Conference

If it is determined that a pre-proposal conference is warranted, the date, location and time for the conference will be posted on the ACC Purchasing website at:  
[www.austincc.edu/purchase/advertisedbids.php](http://www.austincc.edu/purchase/advertisedbids.php)

1.10 Proposer Response, Texas Public Information Act and Proprietary Information

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

1.10.2 ACC 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.

1.10.3 ACC is a public institution and subject to the Texas Public Information Act (Texas Government Code Chapter 552). Any information submitted to ACC is presumed to be public information and available to the public. Any information or materials submitted to ACC that is considered by the proposer to be confidential must be clearly marked "CONFIDENTIAL," "TRADE SECRET," or "PROPRIETARY." If an outside individual or entity requests review or copies of the information so marked, ACC will advise the proposer of the request. If requested by the proposer, ACC will request an Open Records Decision from the Attorney General's Office of the

State of Texas. The proposer shall be responsible for substantiating the confidentiality of the information or materials requested.

1.11 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.

1.12 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 A proposal imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the proposer's liability to ACC in any contract awarded on the basis of such solicitation.

1.12.3 Failure of the proposer 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 proposer or *bona fide* established commercial or selling agencies maintained by the proposer 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 a proposer 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 proposer gains access to data, files, and or other materials (collectively referred to as "data") that are the property of ACC, the proposer 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 proposer 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 proposer 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.

## 1.18 Award Protest

Pursuant to Board of Trustee Policy G-2 (Purchasing) and Administrative Rule 7.02.001, the Purchasing Customer Handbook governs award protest. The Purchasing Customer Handbook is available on the ACC Purchasing Website at: [http://www.austincc.edu/purchase/docs/handbook\\_revision4\\_09.pdf](http://www.austincc.edu/purchase/docs/handbook_revision4_09.pdf).

### 1.18.1 Rights

Any bidder who is aggrieved in connection with procurement may protest to the Director of Purchasing.

### 1.18.2 Notification

The protest shall be submitted in writing and received in the office of the Director of Purchasing within ten (10) calendar days after the aggrieved knows or should have known the facts giving rise thereto.

### 1.18.3 Resolution

The Director of Purchasing shall review and determine validity. If a mutual resolution is not made, then the protest shall be submitted to the Vice President of Business Services.

### 1.18.4 Authority

The Vice President of Business Services shall have the authority to take any action to resolve the protest and shall issue a determination relating to the protest stating:

1.18.4.1 The reasons for the action; and

1.18.4.2 The protestant's rights to appeal to the Board of Trustees.

## 2.0 Required Format and Content of the Proposal

Proposals shall be prepared simply and economically, providing a description of the proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

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

Proposals **must** be tabbed and labeled as instructed. Proposals must include the following information 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 proposer. It shall include:

2.1.1 A statement summarizing proposer'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 candidate interviews.
- 2.1.4 A statement regarding any deviations from, or exceptions to, this RFP, and justification therefore. **NB:** A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

**2.2 TAB 2: Required Documentation**

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;  
Three years of financial reports- in a separate sealed envelope marked as "Confidential";  
Provide a copy of the firm's Form ADC, Part I and Part II as filed with the SEC;  
Provide proof of registration state registration;  
Proof of Insurability in accordance with Part II, Terms and Conditions. Acceptable proof of insurability will be a certificate of insurance or letter from the insurance carrier or agent.  
Submit a current, completed and signed page one of an IRS Form W-9. Website for this document is:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>  
Completed ACC Vendor Application Form, Exhibit F.

**2.3 TAB 3: Business Organization**

- State full name and address of your organization and identify parent company if you are a subsidiary.
- Provide company background and information.
- Specify the office or contact person that will perform, or assist in performing work herein.
- Describe any SEC regulatory censure or litigation related to services the firm provides.
- How many portfolios has the firm added in the past year? Why?
- How many portfolios has the firm lost in the past year? Why?
- Describe the firm's commitment to fulfilling the requirements of this RFP.
- Describe the types of investment research the firm utilizes and the methodology used to recommend investment decisions (including maturity and sector selection).
- Describe the primary strategies for adding value to a portfolio.
- Describe the firm's daily procedures for portfolio review, investment management and client contact.
- How will the firm accommodate fluctuating cash flows and the cash forecasting process?

**2.4 TAB 4: Record of Service**

- Provide details of your experience demonstrating your ability to successfully provide the service proposed for funds governed by the Texas Public funds Investment Act. Do not include experience prior to 2002.

- State the dollar value of the assets and the number of portfolios the firm has under direct and continuous management, categorized between public sector and other clients.
- Provide a list of relevant client references (public sector preferred), including contact names and telephone numbers (relevant would be clients with similar types of jurisdictions, portfolio size and investment objectives).

References: Offerors must provide three (3) references for which similar services are currently being performed or have been performed. References must include the name of the company/entity, length of service, contact person, and present address and phone number. References will be checked by ACC prior to recommendation for award. See Exhibit "B".

**2.5 TAB 5: Customer Service**

- Describe your strategy for delivering a high level of customer service.
- Describe how you will handle complaints, comments, or suggestions received.
- Describe how your facility is staffed & managed for these types of services.
- Describe the experience of the firm in providing investment management services to public sector entities of similar size and type.

**2.6 TAB 6: Personnel**

- Identify the firm's commitment to the public sector. Identify by job classification the number of individuals providing investment management related services.
- Specify the average number of portfolios handled by each portfolio manager.
- Identify the key personnel who would be directly involved in providing services under the engagement.
- Describe their relationship with the firm, the role they would play in this engagement, their experience in the investment business, and specifically with public sector cash management and investments, and their years of service to the firm.
- Describe the firm's efforts to keep its investment professionals informed of developments relevant to government investment managers.
- Provide a statement if there has been any turnover of key personnel in the firm or additions to staff in the past year.

**2.7 TAB 7: Additional Information**

Provide any additional information including optional service levels, expanded services, expanded product offerings, or other capabilities that you believe should be considered when evaluating your company's proposal.

**3.0 Evaluation Committee, Scoring and BAFO**

Subject to Part I, Award of Contract, proposals will be evaluated by a committee made up of representatives from the purchasing department and other ACC staff, as needed.

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

- 3.1 Responsiveness to the Request for Proposal (RFP) – 15%
- 3.2 Professional Experience and Qualifications of the Offeror – 30%

3.3 Offeror's range of products and services – 40%

3.4 Offeror's added products and services- 15%

The evaluation committee may determine that discussions are necessary to clarify or verify a proposal. The evaluation committee may elect to have one or more respondents provide oral presentations and may request a Best and Final Offer (BAFO) from one or more respondents.

## **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.

2.2 The contract shall have an initial term ending on or about September 30, 2012.

2.3 As applicable, ACC may, at its sole option and with the consent of the contractor, extend the contract for an additional two (2) one-year periods with expiration dates of September 30, 2013, and September 30, 2014; respectively.

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 prior to termination.

### **3.0 Compensation and Method of Payment**

#### **3.1 Compensation**

The Contractor shall be compensated for satisfactory services provided in accordance with pricing/rates/fees negotiated pursuant to the RFP and contract.

#### **3.2 Method of Payment**

Payments will be made by ACC based on the contract pricing and the invoices provided. Invoices will be sent to ACC Accounts Payable. All invoices are subject to payment net 30.

### **4.0 Historically Underutilized Business (HUB) Provision**

ACC Board Policy G-2 (*Purchasing*) states, in part: "General Objectives: To provide opportunities for individual vendors, contractors, historically underutilized businesses, and small/local businesses to compete for College purchases/contracts in a fair and competitive environment, and to create an open process for procurement through competition."

ACC and contractor shall comply with the HUB provisions of this contract.

### **5.0 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) and shall comply with V.A.T.S. Business and Commerce Code, Title 1, Chapters 1 through 9.

## **6.0 Laws, Statutes, and Other Governmental Requirements**

The contractor shall observe and comply with all federal, state, local laws, ordinances, and regulations which, in any manner, affect the operation of the services to be performed under this contract, including all orders, laws, ordinances, and regulations which may be enacted by a legislative body having jurisdiction or authority, including, but not limited to the following:

- 6.1 This contract is subject to and shall be governed by Texas Government Code, Chapter 2254 Professional Services.
- 6.2 The contractor shall procure all necessary 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.
- 6.3 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.

## **7.0 Taxes**

ACC is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. ACC claims exemption from all sales and/or use taxes under Texas Tax Code Section 151.309, as amended. Upon request, Texas Limited Sales Tax Exemption Certificates will be furnished. 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.

## **8.0 Conflict of Interest**

- 8.1 ACC Board Policy F-11 (Ethics), Administrative Rule 6.11.001, states, in part:

"Austin Community College personnel shall not accept or solicit any gift, favor, service, or benefit that the employee should reasonably know is offered with the intent to influence their decisions or actions. Likewise, the employees may not solicit, accept, or agree to accept any unauthorized gifts, favors, services, or other benefits from having exercised the powers and responsibilities of their official college positions.

1. Employees of the Austin Community College District shall not accept gifts, either in-kind or of money, or excessive entertainment, from a vendor.
  - a. Gifts include any items not obviously of an advertising nature. (Gifts of an advertising nature are all those with the name of the firm affixed which have an estimated value of \$25.00 or less).
  - b. Excessive entertainment shall include, but not be restricted to, transportation beyond district boundaries, and overnight accommodation.
2. The college will not enter into any contract with an employee to sell to or purchase from the employee. The College will in no way do business with any employee acting as an individual, partner, sole proprietor, officer, or director of any firm."

ACC and contractor will comply with ACC Administrative Rule No. 6.11.001.

- 8.2 At time of contract execution, the contractor shall comply with House Bill 914 (79th Regular State of Texas Legislative Session), Local Government Code Title 5, Chapter 176, by completing a Texas Ethics

Commission Form CIQ, Conflict of Interest For Vendor Or Other Person Doing Business With Local Government Entity.

**9.0 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.

**10.0 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.

**11.0 Insurance Requirements**

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

- 11.1 General public liability insurance covering all duties, services, or work to be performed under the contract; 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 property damage liability, \$5,000 medical payments coverage, \$2,000,000 policy aggregate
- 11.2 Automobile liability insurance as required by law or combined single limit of \$500,000.
- 11.3 The contractor shall maintain Workers Compensation Insurance providing the statutory benefits for the State of Texas and Employer's Liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease.
- 11.4 The contractor shall maintain Comprehensive Crime Policy for contractor employee theft of college assets in the amount of \$2,000,000 each occurrence; \$2,000,000 annual aggregate.
- 11.5 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 District, its trustees and employees.
- 11.6 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 Austin Community College District and its Board of Trustees as additional named insured's 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."

**12.0 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.

**13.0 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.

**14.0 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.

**14.1 Bankruptcy**

Subject to Bankruptcy, *above*, 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 there under. 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 Termination for Default**

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.

**16.0 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.

**16.1 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.

**17.0 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.

**18.0 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.

**19.0 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.

**20.0 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.

**21.0 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.

**22.0 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. Place of venue is Travis County, Texas.

**23.0 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**

#### **1.0 Purpose**

Austin Community College District (“ACC”) is seeking qualified firms/individuals that can provide services to the College as Investment Advisor.

#### **2.0 Scope of Services**

- 2.1 The contractor shall be a registered Investment Advisor as defined and regulated by the Securities and Exchange Commission (SEC) and be registered in the State of Texas.
- 2.2 The contractor shall be either independent of any financial institution or any securities brokerage firm or shall fully and continuously disclose any such relationships with such a financial institution and/or securities brokerage firm.
- 2.3 The contractor shall have a minimum of ten (10) years continuous experience in managing state/local government operating and bond funds, with specific experience managing funds governed by the Texas Public Funds Investment Act.
- 2.4 The contractor shall have a minimum of \$500 million in assets under ongoing and continuous active management. Verification will be made by submittal of Form ADV, Part 1.

#### **3.0 General**

The services provided by the contractor shall be to actively manage, advise, and recommend the investment of funds for the College.

##### Detailed Specifications

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. Services shall include, but not be limited to:

- Discretionary or non-discretionary portfolio management
- On-going portfolio management
- Development and review of investment policy and internal investment procedures
- Reporting capabilities-multiple report types and schedules
- Custodial and safekeeping review
- Broker/dealer due diligence and relations
- Credit analysis of security issuers and financial institutions
- Staff training and education
- Development of cash flow projections
- Full disclosure for all investments

**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)
- 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: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**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:** \_\_\_\_\_

**PRIN 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.

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 Proposer Name, Address and Phone, and submit this document with your proposal.) A HUB Plan response is required for all proposals estimated greater than \$100,000.00 in value.

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ RFP No: See Above, Right-Hand Corner

Title of RFP: See Above, Right-Hand Corner

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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

**Exhibit E - Vendor Application Form**  
(Asterisks denote required information)

\*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:*

1. \*Application Set-up:  New Vendor Request  Information Change/Update  Alternate Address/Phone Addition
2. Business type:  Sole Proprietorship  Partnership  Joint Venture  Corporation  Non-Profit  
 Governmental Agency  Educational Institution  Professional Organization  Dealer  
 Manufacturer  Jobber  Retailer  Publisher  Small Business
3. \*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.*

4. 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 \_\_\_\_\_