



Request for Proposals

Austin Community College District invites qualified firms to submit proposals for provision of rental lift equipment and miscellaneous rental equipment.

Request for Proposal No. 975-09036RW

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 24, 2009 at 2:00 p.m., Central

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Proposals may not be withdrawn for a period of ninety (90) days subsequent to the date and time for submission without the consent of the Director of Purchasing.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

Monday, August 24, 2009
Issue Date

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Rental Lift Equipment & Other Miscellaneous Rental Equipment

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Intent of the Request for Proposals

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified companies to provide rental lift equipment and other miscellaneous rental equipment 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 six 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>

Key Event Dates	
Event	Date
RFP Issue Date	Monday, August 24 2009
Advertise RFP	Wednesday, August 26, 2009 Monday, August 31, 2009
Pre-Proposal Conference	If required, conference location, date and time will be posted on the ACC Purchasing website at: www.austincc.edu/purchase/advertisedbids.php
Deadline for Questions	Tuesday, September 8, 2009, no later than noon
Issuance of Addendum, if required	If required, Wednesday, September 9, 2009
Deadline for Proposal Submission	Thursday, September 24, 2009 at 2:00 pm
Contract Award	On or about Thursday, October 8, 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 The alternate contact is Carol Crader, Buyer, telephone (512) 223-1041; fax (512) 223-1902; email ccrader@austincc.edu All questions and/or comments, prior to award, must be directed to either Rodney Wheeler or Carol Crader.

It is the intent of this solicitation that other governmental organizations and agencies throughout the State of Texas may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for members of the Virtual College of Texas. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. ACC authorizes each governmental entity to make payment directly to the successful proposer.

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

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_1007.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"
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 (not an insurance 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: Proposal Overview

Condense and highlight the contents of the proposal in such a way as to give the evaluation Committee complete understanding of your firm's proposal and capabilities.
Complete description of the offered services in sufficient detail with any optional documents or brochures

2.4 TAB 4: Pricing Form

Provide a completed form for price offer of the offered products and services. Reference Exhibit E.

2.5 TAB 5: 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 bid form for 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, which pricing shall be based upon the price and fees as proposed in Exhibit "E".

3.2 Method of Payment

- 3.2.1 The contractor shall provide to ACC invoicing stating, at a minimum, the type of rental, the rental date, the rental duration, and the total cost for the rental including as a separate line any delivery charges and/or set-up charges.
- 3.2.2 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 2155 and Chapter 2157.
- 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 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, 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 ACC's Board of Trustees as additional 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.

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

16.1 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.

16.2 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.

16.3 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.

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 a qualified Vendor that can provide rental lift equipment and other miscellaneous rental equipment to the College district-wide.

2.0 Scope of Services

- 2.1 The contractor shall provide upon request specific lift and or miscellaneous rental equipment for ACC.
- 2.2 The contractor shall provide delivery and, if required, set-up of the rental equipment specified by ACC to the location as specified by ACC. All rental equipment will be delivered and set-up fully operational and ready to be used.
- 2.3 The contractor shall provide as needed by ACC any instructions or training on the safe and proper use of the rental equipment at no additional charge. The contractor shall provide in writing verification of any instruction or training to ACC if requested.
- 2.4 The contractor must maintain the rental equipment to allow for safe and useable service for the duration of the rental. Should the rental equipment incur a breakdown, the contractor shall either render repairs to the rental equipment on-site with minimal lost service time or replace the out of service equipment with the same or comparable rental equipment. Any repairs to out of service rental equipment are the responsibility of the contractor.

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

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
PRICING FORM

<u>Item No.</u>	<u>Est Qty</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>Hourly Price</u>	<u>Daily Price</u> (Based on _____ hours of usage, excluding delivery & pick up)	<u>Weekly Price</u>	<u>Monthly Price</u>
1.	1	Ea	Aerial Work Platform Genie AWP-25S (or EQUAL) *working height max. 30 ft 9 in *platform height max 24 ft 9 in *lift capacity 350 lbs	_____	_____	_____	_____
2.	1	Ea	Aerial Work Platform Genie AWP-30S (or Equal) *working height max. 35 ft 6 in *platform height max 29 ft 6 in *lift capacity 350 lbs	_____	_____	_____	_____
3.	1	Ea	Telescopic Boom (Self-Propelled Articulating Boom) Genie Z-30/20N (or Equal) *working height max. 36 ft *platform height max 30 ft *lift capacity 500 lbs	_____	_____	_____	_____
4.	1	Ea	Telescopic Boom (Self-Propelled Articulating Boom) Genie S-40 (or Equal) *working height max. 46 ft *platform height max 40 ft *lift capacity 500 lbs	_____	_____	_____	_____
5.	1	Ea	Telescopic Boom (Self-Propelled Articulating Boom) Genie S-60 (or Equal) *working height max. 66 ft *platform height max 60 ft *lift capacity 600 lbs	_____	_____	_____	_____
6.	1	Ea	Telescopic Boom (Self-Propelled Articulating Boom) Genie S-65 (or Equal) *working height max. 71 ft *platform height max 65 ft *lift capacity 500 lbs	_____	_____	_____	_____

<u>Item No.</u>	<u>Est Qty</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>Hourly Price</u>	<u>Daily Price</u> (Based on _____ hours of usage, excluding delivery & pick up)	<u>Weekly Price</u>	<u>Monthly Price</u>
7.	1	Ea	Telescopic Boom (Self-Propelled Articulating Boom) Genie S-80 (or Equal) *working height max. 86 ft *platform height max 80 ft *lift capacity 600 lbs	_____	_____	_____	_____
8.	1	Ea	Scissor Lift Genie GS-1930 (or Equal) *working height max. 25 ft 1 in *platform height max 19 ft 1 in *lift capacity 500 lbs	_____	_____	_____	_____
9.	1	Ea	Scissor Lift Genie GS-2646 (or Equal) *working height max. 32 ft *platform height max 26 ft *lift capacity 1000 lbs	_____	_____	_____	_____
10.	1	Ea	Scissor Lift Genie GS-3246 (or Equal) *working height max. 38 ft *platform height max 32 ft *lift capacity 700 lbs	_____	_____	_____	_____
11.	1	Ea	Scissor Lift Genie GS-2032 (or Equal) *working height max. 26 ft *platform height max 20 ft *lift capacity 800 lbs	_____	_____	_____	_____
12.	1	Ea	Scissor Lift Genie GS-2668 (or Equal) *working height max. 32 ft *platform height max 26 ft *lift capacity 1250 lbs	_____	_____	_____	_____
13.	1	Ea	Scissor Lift Genie GS-3268 (or Equal) *working height max. 38 ft *platform height max 32 ft *lift capacity 1000 lbs	_____	_____	_____	_____

<u>Item No.</u>	<u>Est Qty</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>Hourly Price</u>	<u>Daily Price</u> (Based on _____ hours of usage, excluding delivery & pick up)	<u>Weekly Price</u>	<u>Monthly Price</u>
14.	1	Ea	Trailer Mounted Boom Genie TMZ 34/19 (or Equal) *working height max. 40 ft *platform height max 34 ft *lift capacity 440 lbs	_____	_____	_____	_____

15. **DELIVERY/PICKUP CHARGE \$_____ /hr or daily**
*Describe in detail how delivery/pickup charges will be applied. (example: one (1) hour delivery charge and one (1) hour pickup charge for all rental lift equipment, or a daily delivery/pickup charge for all rental lift equipment?)

(attach additional sheet(s) to the back of this RFP if necessary)

16. **State percentage (%) discount off price list or submit a discounted price list, if applicable, and provide specifications for other MISCELLANEOUS RENTAL EQUIPMENT not listed above that your company rents. Provide pricing details such as hourly, daily, and weekly rates.**

(attach additional sheet(s) to the back of this RFP)

Exhibit F - 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:

- *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 _____