



Request for Proposals

Austin Community College District invites qualified firms to submit proposals for:

Meningitis Immunization Clinic Services
Request for Proposals No 948-12015AN

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, March 1, 2012, at 2:00 p.m., Central Time

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

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

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

Proposals may not be withdrawn for a period of one hundred and twenty (120) days subsequent to the date and time for submission without the consent of the Director of Purchasing.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.

Reed Stoddard
Assistant Director Purchasing

Monday, January 30, 2012
Issue Date

Intent of the Request for Proposals

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms to provide Meningitis Immunization Clinic Services

College Information

ACC is a two-year community college providing university transfer, workforce training, continuing education and adult basic education opportunities. In the Fall of 2010, more than 45,000 credit and non-credit students took 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 eight campuses throughout Greater Austin, a Business Services Center, 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: Hays, Caldwell, Blanco, Gillespie, and most of Travis, Bastrop and parts of Fayette, Gonzales, Guadalupe, Lee and Williamson Counties. The ACC District is composed of areas that support the college's operations through an ad *valorem* tax.

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

Key Event Dates	
Event	Date
RFP Issue Date	Monday, January 30, 2012
Advertise RFP	Wednesday, February 1, 2012 Monday, February 6, 2012
Site Visit/Pre-Proposal Meeting	N/A
Deadline for Questions	Thursday, February 16, 2012 by NOON
Issuance of Addendum, if required	Friday, February 17, 2012 by 5:00 pm CST
Deadline for Proposal Submission	Thursday, March 1, 2012, by 2:00 PM CST
Contract Award	On or about March 9, 2012

PART I – PROPOSAL REQUIREMENTS

1.0 Instructions to Contractors

1.1 Advice

The department responsible for this RFP is the Purchasing Department located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC contact for this RFP is Ava Nelson; telephone (512) 223-1039; fax (512) 223-1902; email: anelson1@austincc.edu. All questions and/or comments, prior to award, must be directed to Mrs. Nelson.

1.2 Restrictions on Communications with College Staff

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

1.2.1 The ACC contact named in Advice, *above*;

1.2.2 ACC representatives authorized in writing by the Assistant Director Purchasing;

1.2.3 ACC representatives during a pre-proposal conference, if any;

1.2.4 ACC representatives during presentations, if any.

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

1.3 Deadline for Questions or Comments

Questions or comments concerning this RFP must be submitted in writing to the ACC contact 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/>)

1.4 Form of Proposal and Method of Submission

Electronically submitted proposals are not acceptable. All proposals must be submitted in one (1) printed original and six (6) printed copies. A complete electronic copy of your proposal on a form of electronic media (CD, DVD, Flash drive) behind front cover of the original printed submittal. Any provided electronic media submitted must be clearly marked with vendor's name. The printed 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 contractor to ensure timely delivery of its proposal to the ACC Purchasing Department. ACC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies such as FedEx, UPS, or Airborne Express, or any other mode of delivery chosen by the contractor.

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 contractor's authorized representative. However, no proposal may be withdrawn for a period of ninety (120) days subsequent to the closing without the prior written approval of the Director of Purchasing.

1.7 Disclosure

Contractors 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 born by each contractor.

1.9 Contractor Response, Texas Public Information Act and Proprietary Information

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

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

1.9.3 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.

1.10 Disposition of Proposals

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

1.11 Alternate Proposals

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

1.12 Rejection of Proposals

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

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

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

1.12.3 Failure of the contractor 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 contractor or *bona fide* established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this provision, ACC shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.15 Publicity Releases

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

1.16 Security and Integrity of Data

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

Such a proposal shall describe the methodology to be used, which is to be based on parameters further described herein, including the compliance of SB 1107 and all requirements for compliance by the Texas Higher Education Coordinating Board, HIPAA, and FERPA in relation to SB 1107.

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 contractor 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 contractor 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 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/appendix_c_biddersright.pdf

1.18.1 Rights

Any bidder who is aggrieved in connection with this procurement may protest to the Director of Procurement and Materials Management.

1.18.2 Notification

The protest shall be submitted in writing and received in the office of the Director of Procurement and Materials Management 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 Procurement and Materials Management shall review and determine validity. If a mutual resolution is not made, then the protest shall be submitted to the Executive Vice President, Finance and Administration.

1.18.4 Authority

The Executive Vice President, Finance and Administration 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 contractor'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 single volume and labeled in such a manner that each and every page will be identifiable as to contractor name. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.

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

2.1 TAB 1: Transmittal letter

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

- 2.1.1 a statement summarizing contractor'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 (see also Tab 4, 2.4.2.1);
Signed and completed Certification, Part IV;
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).
Complete Exhibit E
Completed Exhibit F, Vendor Application Form,
Exhibit G, Spring 2012 Schedule
Completed W-9 (See www.irs.gov)

2.3 TAB 3: Contractor Qualifications. Criteria 1

The purpose of the qualifications section is to determine whether the contractor meets the minimum requirements necessary to provide the services which are the subject of this RFP.

- 2.3.1 The successful contractor must furnish certification of authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

- 2.3.2 Business Organization
 - 2.3.2.1 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 the performing the work herein.
 - 2.3.3 The Contractor must not have had a contract terminated for cause with any customers within the last twenty-four (24) months.
 - 2.3.4 Contractor must be in good standing with the Better Business Bureau (BBB), if applicable. (Contractor does not need to be a member of the BBB in order to submit a proposal.)
 - 2.3.5 Contractor must show evidence of possessing Worker's Compensation Insurance as required by law.
 - 2.3.6 All participants must have the appropriate general liability insurance as set forth in Part II, Terms and Conditions, Section 11.0 Insurance Requirements.
 - 2.3.7 Contractor must not be in any lawsuits prior to RFP submission and within sixty days after submission. If the contractor receives any suits during this period, contractor must notify ACC immediately.
 - 2.3.8 Financial background must be in good standing.
 - 2.3.9 Contractor must not have filed bankruptcy with the past ten (10) years.
 - 2.3.10 Current employees must pass all background investigations, including a criminal investigation. Awarded contractor will receive random audit to determine compliance.
 - 2.3.11 Verification that staff manning the mobile clinic are licensed in Texas to provide these services.

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

- 2.4.1 Firm ownership and organization. State the firm name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted. Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address. Identify parent company if you are a subsidiary.
- 2.4.2 Record of Service – Provide details of your experience demonstrating your ability to successfully provide the service proposed. Do not include experience prior to 2000. Provide specific projects and related responsibilities, including any plans to make this program a success along with College staff, students, and lending institutions, etc.
 - 2.4.2.1 References – contractors 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. Experience providing similar services to higher education entities is preferred but not mandatory. References will be checked by ACC prior to recommendation for award. (See Exhibit B, References)

2.4.3 Customer Service

- 2.4.3.1 Describe your strategy for delivering a high level of customer service.
- 2.4.3.2 Describe how you will handle complaints, comments, or suggestions received.
- 2.4.3.3 Describe how your firm is staffed and managed for these types of services.
- 2.4.3.4 Describe any unique qualifications for performance of these types of services.

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

2.5 **TAB 5:** Litigation

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

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

2.6 **TAB 6:** Services Defined

2.6.1 Fully describe the services your firm will provide to ACC and to its students and your firm's delivery methods for those services.

2.6.2 Experience with mobile immunization clinics.

2.6.3 Describe your mobile clinic best practices including procedures to maintain temperature of the vaccine for the duration of the mobile clinic, sharps handling, and dealing with emergencies such as anaphylactic shock.

2.6.4 Acknowledge the ability to provide services for the schedule provided in Exhibit G

2.7 **TAB 7:** Rates, Charges, Equipment, Services and All Other Elements of Cost

Provide complete list of rates and charges.

2.8 **TAB 8:** Additional Information.

2.8.3.2 All contract employees are required to adhere to all federal, state and municipal laws and ordinance, and all College policies and procedures, as well as other guidelines and rules of regulating agencies or entities having jurisdiction of College activities.

2.8.3.3 All contract employees are required to follow all instructions related to the completion of work described in this RFP and ACC policies and procedures as they relate to employees standards of conduct.

3.0 Evaluation

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 Austin Community College evaluation team will be comprised of purchasing staff, administrators, and as deemed appropriate by ACC, will evaluation all proposals.
- 3.2 Any response that takes exception to any mandatory item(s) in this Proposal process may be rejected and not considered. Any response to the RFP that does not include a response to all the required information may be rejected and not considered. A notation of “Not applicable” as appropriate will be considered a valid response.
- 3.3 Proposals will be evaluated using the criteria listed below:
 - 3.3.1 Proposed methodology of delivering services **25%**
 - 3.3.2 Firms qualifications and references **20%**
 - 3.3.3 Rates, charges and All Other Elements of Cost **30%**
 - 3.3.4 Experience with mobile immunization clinics **25%**
- 3.4 The ACC Purchasing Department reserves the right to contact any contractor, at any time, to clarify, verify or request information with regard to any proposal.

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 March 31, 2013.
- 2.3 As applicable, ACC may, at its sole option and with the consent of the contractor, extend the contract for three (3), additional, one-year periods, having termination dates of March 31, 2014, March 31, 2015, and March 31, 2016 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 prices submitted and accepted pursuant to contractor's RFP.

3.2 Method of Payment

3.2.1 Payment for the immunization services will be made by the individuals receiving the immunizations. ACC will not bear any cost for the set up of the mobile clinic, delivery of supplies and materials, the meningitis vaccine itself, administration of immunizations and associated required documentation, or tear down of the mobile clinic.

4.0 Historically Underutilized Business (HUB) Provision

General Objectives are 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 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.

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

"No contract for the purchase of personal property or service shall be awarded to any [contractor] where the contract would violate the applicable state laws regarding conflicts of interest by elected or appointed public officers. Neither ACC trustees, employees, nor their spouses, shall accept gifts or entertainment from [contractors] of the College. The College shall not do business with any of its trustees, employees, or their spouses."

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

10.1 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 this RFP, the award of a contract to the contractor as result of the RFP, 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 insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to ACC. The minimum insurance requirements are:

<http://www.austinctc.edu/ehs/pdf/InsuranceRequirements.pdf>

11.1 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.

11.2 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.

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

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

14.1 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.

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

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

14.4 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

15.1 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.

15.1 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.

15.2 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.

16.0 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.

17.0 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.

18.0 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.

19.0 Assignment

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

20.0 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 Procurement and Materials Management, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

21.0 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.

22.0 Entire Agreement

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

PART III - Scope of Work

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms to provide Meningitis Immunization Clinic Services

Austin Community College is soliciting proposals for qualified providers to conduct mobile immunization clinics at various ACC Campuses. Immunization clinics will be for the meningitis immunization (MCV4 or MPSV4); no other services will be allowed.

ACC will provide a site in a selected campus parking lot for the provider to conduct a mobile clinic. The provider will bring sufficient supplies and materials necessary to set up a mobile clinic, obtain the necessary personal information, administer the meningitis vaccine, provide the necessary documentation needed for compliance with the Texas Law (SB 1107), receive payment from the individual receiving the immunization, collect and dispose of all trash and bio-hazard waste. The provider will use appropriate methods and procedures to ensure the vaccine is maintained at the appropriate temperature according to the manufacturer's specifications while in the care custody and control of the provider. Stable temperatures controls for transport/storage between 36° - 46° F includes from long term storage and during mobile usage at the site.

The provider must have materials and equipment on hand to deal with emergencies typical with the administration of the meningitis vaccine and procedures to provide Advanced Life Support as necessary.

ACC will not pay for the vaccine; the individuals will pay the provider directly. The provider will need to specify what forms of payment they accept and if they will bill insurance companies directly.

The vaccination clinics will be advertised to the community and will be open to anyone wishing to receive the vaccine. The intent is to provide this service for prospective students who need to comply with the SB 1107 before attending any College or University in Texas.

Scope and Classification:

- 1.1 The comprehensive services to be provided under these specifications are to be performed by a Contractor with demonstrated abilities to understand State and Federal Laws with respect to Meningitis Immunization Services.
- 1.2 Historical and demographic information about ACC can be viewed by accessing the link below to the ACC Fact Book. <http://www.austincc.edu/oiepub/pubs/factbook/index.html>

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 this proposal is submitted with all items required under Part I of the Request for Proposal.
- 3.0 I certify that this proposal meets all the requirements of the proposal, that it shall remain firm for a period of one hundred twenty (120) days, and that I have read the terms and conditions and acknowledge that they shall be the terms and conditions of the purchase order contract awarded pursuant hereto.

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Telephone: _____

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:** _____

PRINT TITLE: _____ **DATE:** _____

SIGNATURE OF COMPANY OFFICIAL: _____

- 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 Section 2.4.

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: _____

Ehibit D
(RESERVED)

Exhibit E

Please respond to the following questions:

Description	
Able to conduct a mobile clinic including set up, paperwork, receipt of payment, clean up	Yes _____ No _____
Price for a meningitis vaccine	\$ _____
Minimum number of vaccines to be administered per clinic	Max: _____ Min: _____
Able to provide more supplies and materials to a clinic site as needed	Yes _____ No _____
Lead time to provide additional supplies to a clinic site	Min Time _____ Max Time _____
Length of time/hours any mobile clinic can operate per day	Min Time _____ Max Time _____
Maximum number of vaccines to be administered per clinic	Max #: _____ Min #: _____
Types of payment accepted:	
Cash	Yes _____ No _____
Credit Card	Yes _____ No _____
Bill to Insurance Company	Yes _____ No _____
Checks	Yes _____ No _____
Other:	_____

Amount of notice needed to schedule a mobile clinic at an ACC Campus (for possible future mobile clinics)?	Days : _____ Weeks: _____ Months: _____
--	---

Company Name: _____

Authorized Signature: _____



Exhibit F - Vendor Application Form
(Asterisks denote required information)

Purchasing

VENDOR APPLICATION

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

Please attach an IRS form W-9 and return it with this application.
NOTE: For an individual, do not complete the business/company fields on either document.

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

Please check all appropriate boxes in each section:

- 1. *Application Set-up: [] New Vendor Request [] Individual - non-business [] 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 Signature *Title
*Printed Name *Date

FOR INTERNAL USE ONLY - DO NOT COMPLETE

VENDER ID DATE ENTERED INITIALS

Exhibit G

Spring 2012 Schedule for Mobile Clinics:

Date	Location	Address	Time
Tuesday, March 27, 2012	South Austin Campus (SAC)	1820 W. Stassney Ln. Austin, TX 78745	2pm – 7pm
Wednesday, March 28, 2012	Round Rock Campus (RRC)	4400 College Park Dr. Round Rock, TX 78665	2pm – 7pm
Thursday, March 29, 2012	Eastview Campus (EVC)	3401 Webberville Rd. Austin, TX 78702	2pm – 7pm
Saturday, March 31, 2012	Highland Business Center	5930 Middle Fiskville Rd. Austin, TX 78752	10am – 3pm