Request for Proposals

Austin Community College District invites qualified firm(s) to submit proposals for the provision of:

Labor Compliance Consulting Services
Request for Proposal No. 918-16001RL

All proposals must be submitted to:

Austin Community College District
Procurement and Materials Management Department
Attn.: Rosemary Ledesma – RFP#918-16001RL
9101 Tuscany Way
Austin, Texas 78754

by no later than:

Thursday, September 10, 2015, at 2:00 p.m., Central Standard Time

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

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

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

Proposals may not be withdrawn for a period of one hundred twenty (120) days subsequent to the date and time for submission without the consent of the Director of Procurement and Materials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

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.

_________________________________________  __________________________
Rosemary Ledesma  Thursday, August 20, 2015
Purchasing Manager  Issue Date
Intent of the Request for Proposals

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms for Investment Advisor Services.

College Information

ACC is a two-year community college providing university transfer, workforce training, continuing education and adult basic education opportunities. In Fall 2014 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 1972 as part of the Austin Independent School District and began offering classes in fall semester 1973. Today, the college functions as an independent institution and operates eleven campuses throughout Greater Austin, two Business Services Centers, as well as 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.

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

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<td>“Mandatory” Pre-Proposal Meeting</td>
<td>Tuesday, September 1st, 2015, 11:00 AM ACC Service Center, Rm 133 9101 Tuscany Way, Austin, TX 78754</td>
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PART I – PROPOSAL REQUIREMENTS

1.0 Instructions to Proposers

1.1 Advice

The department responsible for this RFP is Procurement and Materials Management located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC contact for this RFP is Rosemary Ledesma, Purchasing Manager; telephone (512) 223-1053; fax (512) 223-1902; email: rosemary.ledesma@austincc.edu. All questions and/or comments, prior to award, must be directed to Ms. Ledesma.

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 contact named in Advice, above;

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

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

1.2.4 ACC representatives during presentations, if any.

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

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 at: http://www.austincc.edu/purchase/advertisedbids.php

1.4 Form of Proposal and Method of Submission

Electronically submitted proposals are not acceptable. All proposals must be submitted in hard copy format with one (1) original clearly marked as ORIGINAL and five (5) copies, and an electronic copy of the completed proposal, submitted on a DVD/CD or flash drive. 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, shall 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, 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 it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the proposal by ACC. It is the responsibility of the Proposer to ensure that their proposal arrives at the proper location by the time and date indicated in the solicitation.
1.6 Accuracy of Proposal

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

1.7 Withdrawal of Proposal Prior to Deadline for Submission of Proposals

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 one hundred twenty (120) days subsequent to the closing without the prior written approval of the Director of Procurement and Materials Management.

1.8 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)

1.9 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 proposer.

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 The Procurement and Materials Management 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.

1.10.3 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 Small Business Development Program

1.11.1 Pursuant to ACC’s Board Policy G-2, Sections D through F, ACC is committed to maximize the vitality and robustness of the economy of the College’s service area through enhanced opportunities for the utilization of Small Local Business Enterprises as defined within that Small Business Development Program. The vendor is required to use its best efforts to assist ACC in achieving this objective through providing maximum opportunities for Small Local Business Enterprises to participate on its team, and by using its best efforts to encourage the maximum use of Small and Local Business Enterprises and Emerging Small and Local Business Enterprises (SLBE / ESLBE) by other vendors, suppliers, professionals, subcontractors and sub-vendors when possible. Vendors may
contact the Small Business Development Coordinator, at 512-223-1039; Jason Clark, Jason.clark@austincc.edu for assistance or clarification with issues specifically related to ACC’s policy, the completion of SLBE / ESLBE forms and related reports, by the terms of the contract, and/or by ACC Board Policy G-2 Section E.

1.11.2 Vendors are required to provide a plan describing the Vendor’s actions to encourage and utilize SLBE/ESLBEs in all phases of the contract. Vendor’s plan will be reviewed for strength of proposed SLBE and ESLBE participation on Respondent’s team and plan to ensure compliance with Small Business Development Program by other firms performing on this project under Respondent’s supervision.

1.11.3 All SBDP forms must be completed and submitted with the proposal. Failure to fully complete the forms or failure to submit the forms as required will result in the proposal being deemed non-responsive to this provision and the proposal will not be evaluated. See Exhibit D

1.12 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. Disposition of proposals will be processed in accordance with ACC records policy.

1.13 Alternate Proposals

Proposers 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.

1.14 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:

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

1.14.2 An offer 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.

1.14.3 Failure of the proposer to certify the RFP.

1.15 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.

1.16 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.

1.17 Publicity Releases

Neither an proposer nor the Proposer 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.
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.

Award of Contract

1.19.1 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 the Board of Trustee authorization.

1.19.2 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.

1.19.3 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.

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

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.austinecc.edu/purchase/docs/handbook_revision9_11.pdf

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

1.20.2 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.

1.20.3 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 Executive Vice President of Finance and Administration.

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 single volume 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 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 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. A proposal 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**

- Exhibit A, Bidder’s Disclaimer Statement, signed and completed
- Exhibit B, Completed references, (see also Tab 4, 2.4.3);
- Part IV Certification, signed and completed;
- Exhibit D, SBDP Forms A-F (Forms G-I required only at Contract Award), completed; If self-performing all contracted work with internal resources, then only SBDP Forms A & E are required.
- 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).
- Exhibit F, Vendor Application Form, signed and completed
- IRS W-9, Request for Taxpayer Identification Number and Certification, completed and signed (See www.irs.gov)

2.3 **TAB 3: Proposer Qualifications and Business Organization.**

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

2.3.1 **Proposer Qualifications**

- **2.3.1.1** Proposer shall furnish certification of authority demonstrating 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 Proposer need not be registered as a prerequisite for responding to the RFP.
- **2.3.1.2** The Proposer must not have had a contract terminated for cause with any customers within the last twenty-four (24) months.
- **2.3.1.3** Proposer must be in good standing with the Better Business Bureau (BBB), if applicable. (Proposer does not need to be a member of the BBB in order to submit a proposal.)
- **2.3.1.4** Proposer shall provide a list of any and all lawsuits involving firm and outcomes (See 2.5.1 below). If Proposer receives any suits within 60 days after proposal submission, then Proposer must notify ACC immediately.
- **2.3.1.5** Proposer must not have filed bankruptcy with the past ten (10) years.
- **2.3.1.6** Proposer’s current employees shall have passed all background investigations, including a criminal investigation. Awarded Proposer will receive random audit to determine compliance.
- **2.3.1.7** Proposer must show evidence of possessing Worker’s Compensation Insurance as required by law.
- **2.3.1.8** Proposer must have the appropriate general liability insurance as set forth in Part II, Terms and Conditions, Section 11.0 Insurance Requirements.
2.3.2 Business Organization

State full name and address of your organization and identify parent company if you are a subsidiary. Provide company background and information. Specify the office or contact person that will perform, or assist in the performing the work herein.

2.4 TAB 4: Executive Summary and Proposal Overview

2.4.1 Firm ownership and organization: State the firm’s name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted (if any). Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses, and email. 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 and experience in working with other local and regulatory agencies. Describe experience in completing similar consulting efforts for governments and educational institutions. Do not include experience prior to 2005. Provide specific projects and related responsibilities.

2.4.3 References – proposer shall provide three (3) relevant references for similar services performed as described in the RFP. Public sector and/or prior experience with ACC or other educational institutions are preferred for similar work and scope as described in the RFP. References must include the name of the company/entity, type of study conducted, 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)

2.4.4 Submittal Requirements

2.4.4.1 Provide information on the firm’s experience operating and enforcing labor compliance on public works projects.

2.4.4.2 Provide a list of public works projects that the firm has administered under its approved LCP, along with the duties and responsibilities of the firm on the projects. Provide approximate cost of the projects and details on percentage/amount of costs attributed to utilization of subcontractors (include type of firms, e.g. HUBS, SLBEs, ESLBE’s, M/WBEs and services contracted) for the projects.

2.4.4.3 Discuss your firm’s procedures and guidelines for enforcing the District’s construction projects in each of the following situations.
- for conducting the mandatory pre-job conference
- for collecting, reviewing and monitoring certified payroll records
- when payroll records are delinquent or inadequate
- when a contractor or subcontractor fails to pay the per diem prevailing wages
- when a contractor or subcontractor fails to comply with the mandatory apprenticeship requirements
- for conducting audits and investigations to determine if a violation of the prevailing wage or apprenticeship laws has occurred
- to ensure that all contractors and subcontractors comply with all requirements of the program
- for determining the amount of forfeiture and the filing or reporting of such forfeitures with the Labor Commissioner or applicable regulatory agencies
- for dealing with consideration of seeking debarment of a contractor or subcontractor found to be a repeat violator of the Labor Code.
- for assisting the District and its legal counsel in preparing for a hearing before applicable regulatory agencies pursuant to a contractor or subcontractor’s review of a notice of withholding of contract payments.

2.4.4.4 Discuss specific outreach activities your firm will perform to assist in the District’s successful implementation of its Better Builders/Worker’s Defense Program and/or LCP.

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2.4.4.5 Discuss how your firm will assist the District in preparing the required annual report on the operation of the District’s Better Builders/Worker’s Defense Program and/or LCP.

2.4.4.6 Indicate whether your firm is willing to indemnify the District against any loss or damages upon or in connection with the labor compliance consulting services provided by your firm to the District.

2.4.5 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 (see Part III, Scope of Services) and your firm’s methodology for those services. Explain the approach your firm will take to evaluate the college current and future projects and funding types to discern the level of labor compliance required. The approach should have details on the evaluation, development and monitoring of Better Builders Standards and for a labor compliance program, and training staff to manage the projects/program. Provide a detailed timeline for completion of the requested services and critical target dates if applicable. ACC will consider proposals with a Labor Compliance Program service element as “additional optional services” for consideration into the contract.

2.6.2 Describe proposed project organization, including the identification of key personnel and their assigned tasks, responsibilities for the proposed plan; describe the experience and education of key personnel; including any relevant continuing education in their profession. Include resumes for key staff proposed for these services. In addition, provide the following:

- Identify the firm’s commitment to the public sector and/or educational institutions. Identify the key personnel who would be directly involved in providing services under the engagement.
- Describe their relationship with the firm, the role they would play in this engagement, their experience in the business, and specifically with public sector and educational institutions, and their years of service to the firm. Include resumes of key staff proposed.
- Provide a statement if there has been any turnover of key personnel in the firm or additions to staff in the past year.
- Describe the Vendor’s plan and actions to encourage and utilize SLBE/ESLBEs in all phases of the contract. Vendor’s plan will be reviewed for strength of proposed SLBE and ESLBE participation on Respondent’s team and plan to ensure compliance with Small Business Development Program by other firms performing on this project under Respondent’s supervision. Submit completed SBDP subcontracting requirements forms.

2.6.4 Include samples of reports, diagrams, tables, Better Builders Standards agreements, etc. that will or can be used to deliver the requested services

2.7 TAB 7: Rates, Fees for Services

Provide a lump sum cost for providing complete labor compliance consulting service for the duration of the project. Include a schedule or a breakdown of all proposed fees and costs. Proposer shall provide a good faith budget of the costs (firm or not to exceed total contract amount) to be incurred in the first 12 month period, and for the second 12 month period.
Firm(s) will need to provide a complete description of all elements of cost for completion of all services as outlined in Part III – Scope of Services. Provide hourly rates for all staff and sub-consultants proposed.

Hourly rates shall include all overhead, profit, and labor burden. Include separate line items of cost for each deliverable indicated in Part III – Scope of Services. Costs for providing a Labor Compliance Program should be separate from other costs to deliver required services in the RFP, as this service component is considered as optional additional services that the district may consider for an award. The fees shall be firm, or for a not to exceed total contract amount for the services outlined in the RFP and as offered in the proposal. Service Fees and other elements of cost shall be be inserted in Tab 7.

2.8 TAB 8: Additional Information.

Provide any additional information that you believe should be considered when evaluating your company’s proposal including optional service levels, expanded services, or other capabilities. Indicate ongoing commitment to the local area and the total number of permanent employees on the firm’s work force. The proposer may present any appropriate, creative approaches or supporting documentation that would be pertinent to this RFP and the requested services.

3.0 Evaluation

Subject to Part I, Award of Contract, proposals may be evaluated using a two-step evaluation process.

3.1 Austin Community College evaluation team will be comprised of representatives within the College.

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 Step 1 of the Proposals will be evaluated using the indicated weighted point values listed below:

3.3.1 Understanding of the scope of work, services proposed, and understanding of applicable labor laws and requirements. Conciseness and quality of proposal, to include all required information as requested in Tab 2 and any sample reports. Proposed plan and demonstrated abilities to provide the requested services as outlined in Part III – Scope of Services (Maximum 25 points);

3.3.2 Proposer qualifications and demonstrated professional experience including qualifications and expertise of key personnel proposed in providing similar consulting efforts as outlined in the RFP. Assignment of appropriate staff, time allocated by key personnel, previous experience in working in the Austin area and for governmental agencies or educational institutions. Past project compliance (as supported by references and other documentation) with economic inclusion provisions including compliance with commercial non-discrimination policies and compliance with participation requirements for including all segments of the business community, including, but not limited to, Disadvantaged Business Enterprises (DBEs), Minority and Women Owned Business Enterprises (M/WBEs), Historically Underutilized Businesses (HUBS), Small Business Enterprises (SBEs) and Small Local Business Enterprises (SLBEs) (Maximum 35 points);

3.3.3 Firm’s procedures and guidelines for implementing and enforcing Better Builder Standards and for an LCP. Comprehensiveness of implementation approach. (Maximum 20 points); and

3.3.4 Consideration of fees, price (Maximum 20 points)

3.4 Interviews (Optional); Maximum 15 points.

If Step 2 is needed, a group of evaluators may conduct interviews with each finalist to clarify information and to further understand the scope of work proposed. Questions or concerns that need be addressed during the interview will be provided by ACC.

3.5 The ACC Procurement and Materials Management Department reserves the right to contact any Proposer, 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 of two (2) years.

2.3 As applicable, ACC may, at its sole option and with the consent of the Proposer, extend the contract for an additional two (2) one-year periods.

2.4 Extensions shall be subject to the terms and conditions of this contract and shall be put into effect by a written amendment executed by the parties prior to termination.

2.5 Upon expiration of the initial term or period of extension, ACC may at its sole option hold over under the terms and conditions of the contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless parties mutually agree in writing).

3.0 Compensation and Escalation

3.1 Compensation

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

3.2 Escalation – Reserved.

4.0 Invoicing and Payment

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

5.0 Contracts Subject to Texas Business and Commerce Code

Where applicable, contracts between a Proposer and ACC shall adhere to the statutes set forth in the Texas Business and Commerce Code (Chapters 1-9 and 11) of the Texas Constitution and Statutes.

6.0 Laws, Statutes, and Other Governmental Requirements

6.1 The Contract shall procure all necessary certificates, permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

6.2 The Proposer 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 Proposer.

7.0 Taxes

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

No contract for the purchase of personal property or service shall be awarded to any vendor where the contract would violate the applicable state laws and ACC's policies and regulations regarding conflicts of interest.

9.0 Extra Contractual Services

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

10.0 Indemnification

The Proposer 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 Proposer. Proposer hereby assumes full responsibility for the character, acts and conduct of all persons employed by Proposer.

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

11.0 Insurance Requirements

Proposer 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 published on the ACC website at:


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 Proposer 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 Proposer.

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 Proposer 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 ACC for such causes as:

14.1 In the event that a voluntary petition is filed by the Proposer under the bankruptcy laws of the United States, or if an involuntary petition is filed against the Proposer and is not discharged within a reasonable period of time,
or if the Proposer 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 Procurement and Materials Management may terminate this contract for non-performance, as determined by the College for such causes as:

14.2.1 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 Proposer in any proceedings filed by or against Proposer thereunder.

14.2.2 In the event of any such involuntary bankruptcy proceeding being instituted against the Proposer, 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 Proposer might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

14.2.3 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 Proposer.

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 Proposer 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 Proposer with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting Proposer shall be considered until the assessed charge has been satisfied. In such event, the Proposer 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 Proposer was not in default, or (2) failure to perform was beyond Proposer’s control, fault or negligence, the termination shall be considered a termination for convenience.

15.2 Termination for Convenience

The performance of work, services, or provisions of goods under this contract may be terminated by ACC in accordance with this clause in whole or, from time-to-time, in part, whenever ACC shall determine that such termination is in the best interest of ACC. Any such termination shall be effected by delivery by ACC to Proposer, a Notice of Termination, specifying the extent to which performance of the work under this agreement is terminated and the date upon which termination becomes effective.

15.3 Termination upon Death

In the case of the death of the Proposer, 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 Proposer. Such written notice shall state the reason(s) for suspension and allow for a period of ten (10) days during which the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Purchasing.

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 Proposer 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.

21.0 Dispute Resolution

The parties hereto shall attempt to resolve any controversy or claim arising from any contractual matter by non-binding mediation. The parties will agree on a mediator and shall share equally in the costs assigned thereto.

22.0 Governing Law and Venue

This contract shall be construed in and governed under and by 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 the parties have jointly participated in a non-binding mediation session.

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 Background Information:

1.1 Austin Community College District ("ACC") requires Consultant to provide and monitor Better Builder Standards for all ACC 2014 bond issue construction projects/programs over $5 million.

1.2 Background

The ACC Board of Trustees appointed a 13-member group for a citizens’ bond oversight advisory committee who oversees projects included in the $386 million bond approved by voters in November 2014. Among its responsibilities, the group monitored the timing and progress of voter approved projects, reviewed the budget and budget status of the overall bond program and its individual projects, and to ensure that general contractors seek Better Builder/Workers Defense Program certification, monitor diversity utilization, and provide input from the community on issues related to the 2014 bond program. The ACC District Bond Program Advisory Committee submitted a resolution in June 17, 2013 for ACC’s Capital Improvement Program of which the ACC Board of Trustees adopted. Therefore, this RFP will result in selection of a consultant to ensure that construction of ACC Infrastructure Projects comply with Better Builder Standards.

Current bond-funded construction projects for the district include:
- Elgin Campus – Phase II
- Hays Campus – Phase II
- Highland Campus – Phase II
- Leander Campus
- Rio Grande Campus – Renovations

ACC intends for the Consultant selected to provide these services to assist with monitoring a Better Builder/Workers Defense Program, and all labor compliance services for ACC’s bond-funded construction projects.

2 Scope of Services

Consultant shall provide monitoring and compliance services for a Better Builder/Workers Defense Program, and all labor compliance services as required for the district.

2.2 The consultant’s Scope of Work shall include but not be limited to the following items:

a. Evaluation of all construction existing and future projects.
b. Develop and implement an Better Builder/Workers Defense Program for approval by ACC. If applicable, propose as optional additional services to develop and implement a Labor Compliance Program (LCP) including obtaining State and/or Federal approval for the LCP.
c. Assist and advise ACC staff in the preparation of contractual labor compliance requirements, provisions for construction solicitations and contracts.
d. Assist in the Reviews and Responses to Requests for Information on ACC solicitations
e. Evaluate submittals for accuracy and look up past prevailing wage violations by Contractors
f. Attending pre-construction meetings for all projects and provide contractors and their subcontractors with information and materials about labor standards and wage and reporting compliance requirements.
g. Administer, monitor and enforce labor standards provisions as required for ACC construction projects
h. Project file set up for labor compliance monitoring and documentation
i. Ensure all workers employed by the institutions contractors and their subcontractors are hired and paid in compliance with all applicable state and federal labor standards.
j. Forms collection, review and verifications
k. Apprentice Oversight, as applicable.
l. On Site Monitoring
m. Field Interviews
n. Consultant shall immediately inform the agency and affected contractors of any changes or developments regarding issues of compliance. The consultant will also be required to make necessary revision to the approved LCP.
The selected consultant will serve as the primary contact for contractors and their subcontractors for issues related to labor standards compliance. Ensure that the institution is implementing all project reporting requirements as it relates to labor compliance and project procurement.

Review the Certified Payroll Reports (CPRs) as received and notify the prime contractor of any deficiencies in wages, overtime compensation, incomplete or inaccurate CPRs, and/or incomplete or inaccurate Statements of Compliance. Inform the district immediately whenever a contractor or subcontractor is found to be not in compliance with applicable labor standards.

Identify violations and investigate complaints of underpayment to workers.

Assist ACC in the reporting of suspected violations of the prevailing wage law to the Labor Commissioner or applicable regulatory agencies.

Labor compliance closeout documents

Staff training and education. The selected consultant shall provide, implement, and conduct training to ACC staff on the Better Builders/Workers Defense Program or for an approved LCP. If required, consultant will be responsible to ensure that the ACC staff are approved by any applicable regulatory agencies to monitor and the make changes to the approved LCP.

Other necessary labor compliance monitoring services.

Optional Additional Services

Firms are encouraged to propose additional services offered by the company. For example, providing ACC staff who have been trained on the approved LCP with a software system with the capability of tracking construction contractors certified payroll records and confirmation of meeting labor standards requirements in regards to employee pay by both prime contractors and subcontractors. The system should meet all applicable Federal, State, and Local Agency requirements. The software must be capable of tracking compliance with prevailing wages, local workforce, journeyman to apprentice ratios, and labor compliance. Moreover, the system must have the capability to monitor, track, and provide semi-annual reports for socioeconomic programs. The system would need to be flexible enough to allow for additional features that may be required for future reporting needs.

Any optional additional services offered will require a cost element included in the response, but separate from the costs of required services outlined in the RFP, e.g. (LCP or LCP Software System).

Reports

Proposer shall prepare various written reports for contract and labor compliance including but not limited to the Contract and Subcontract Activity Report, and Semi-Annual Labor Standards Enforcement Report.

Review the final project report file and participate in the final review meetings.
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:__________________________________________________________

Duns 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:
☐ Hispanic American ☐ Male ☐
☐ Female
☐ Black American ☐ Male ☐
☐ Female
☐ Asian Pacific American ☐ Male ☐
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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 C

No Offer Response

If your firm is unable to submit an offer at this time, please provide the information requested in the space provided below and return it, prior to the RFP Closing date and time, to:

Austin Community College Purchasing Department
9101 Tuscany Way
Austin, Texas 78754
512-223-1902 fax

I/WE DID NOT SUBMIT AN OFFER FOR THE FOLLOWING REASONS:
(Please place an X by all the reasons that apply)

1. ☐ Do not supply the requested service.
2. ☐ Scope of job is TOO SMALL to be supplied by my company.
3. ☐ Scope of job is TOO LARGE to be supplied by my company.
4. ☐ Specifications are “too constrictive” or appear to be written for a specific firm.
5. ☐ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. ☐ Other reasons: ________________________________
   ________________________________
   ________________________________

BY: ________________________________

AUTHORIZED SIGNATURE.DATE

PRINTED NAME & TITLE: ________________________________

PHONE NO.: ________________________________

COMPANY NAME: ________________________________

FAX NO.: ________________________________
Exhibit D

ACC Small Business Development (SBD) Program

Purpose:

The purpose of this Small Business division is to provide a race-and-gender-neutral procurement tool for the Austin Community College District to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in District contracts for construction, architectural and engineering services, professional services, non-professional services, and commodities.

The Small Business Development Program (SBDP) also furthers the District’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, small business enterprises and local business enterprises. This policy is, in part, intended to further the District’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in District contracts. Moreover, the SBDP provides additional avenues for the development of new capacity and new sources of competition for District contracts from the growing pool of small and locally based businesses.

Definitions:

1. **Small Local Business Enterprise (SLBE)** – An independently owned firm that is not dominant in its industry and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

2. **Emerging Small Local Business Enterprise (ESLBE)** – An emerging firm that meets all qualifications of a Small Local Business Enterprise, and:
   - Has been in existence for at least one (1) year but is less than five (5) years old;
   - Has no more than five (5) full-time and part-time employees;
   - Annual gross sales as averaged over the life of the firm are less than $1 million.

3. **Joint Venture (JV)** – An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint Ventures must be established by written agreement. Joint Ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts limits imposed by this section. However, each individual business participating in the joint venture must be certified by the SLBD Program as an SBE. This definition is subsumed within the definition of Small Local Business Enterprises.

Section G-2 Purchasing:

For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) or Emerging Small Local Business Enterprise (ESLBE) with the SBD Program, upon its submission of a completed certification form (SLBE / ESLBE), supporting documentation, and a signed and notarized affidavit affirming that it meets all of the SLBE / ESLBE eligibility criteria as set forth below:

1. An independently owned and operated for-profit business concern that:
   a. Is headquartered or otherwise located at a fixed, established commercial address located in the Austin-Round Rock-San Marcos MSA; and maintains a significant employee presence (currently 25% of total employee count)
   b. Has been in operations for at least one (1) year;
   c. Is not a subsidiary of another business;
   d. Is not dominant in its field of operation
   e. Whose owners are actively involved in day-to-day management and control of the business, and;
   f. Is performing a commercially useful function.
Exhibit D

Small Business Development Program (Continued)

2. It meets the size standard eligibility requirements for Small Business Enterprises and defined below:

Construction and specialty trade firms have not employed more than fifty (50) full-time and part-time persons at any time during the last three (3) years, and that gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of $9.125 million in its most recently completed three (3) fiscal years. If a business has not existed for three (3) years, the employment and gross revenue limits described above shall be applied upon the annual averages not to exceed three (3) years.

Once the gross annual revenues of a business exceed the three-year (3) average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the Program. The size standards in annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions.

Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the SBD Program as an SLBE in order for the joint venture to receive the benefits of the SBD Program. This definition is subsumed within the definition of Small Local Business Enterprises.

Submission of Forms

1. The following forms are to be included in the bid / proposal submission:
   - Form A – SLBE Participation Commitment Form
   - Form B – SLBE Statement of Intent
   - Form C – SLBE Participation Affidavit
   - Form D – SLBE Contact Summary
   - Form E – Commercial Non-Discrimination Affidavit
   - Form F – SLBE Misrepresentation Affidavit

2. The following forms are required to be submitted only After a contract is awarded:
   - Form G – SLBE Subcontractor Utilization Form (Summary & Detail)
   - Form H – SLBE Participation Waiver Request
   - Form I – SLBE Unavailability Form

3. SBDP Forms can be downloaded and printed by accessing the following link:

   http://www.austincc.edu/purchase/SBDP.php
### Exhibit D

Small Business Development Program (Continued)

Eligibility Requirements by Category:

<table>
<thead>
<tr>
<th>Certification Categories</th>
<th>Certification Criteria</th>
<th>Annual Gross Revenue (AGR) Limits:</th>
</tr>
</thead>
</table>
| Small Local Business Enterprise (SLBE) | o Located in Austin-Round Rock-San Marcos MSA (Travis, Williamson, Hays, Caldwell, and Bastrop)  
o For profit, independently owned and operated  
o Not a subsidiary of another business  
o One year in business  
o No more than fifty (50) full-time employees  
o Significant employee presence in the MSA (25% of total employee headcount)  
o Documentation of three (3) years average annual gross revenues | o $9.125 million for Construction & Specialty Trade firms  
o $3.750 million for Architectural & Engineering firms  
o $1.875 million for Landscaping and other professional service firms  
o $1.875 million for Goods & Services |
| Emerging SLBE (ESLBE) | All of the above for SLBE plus:  
o One year in business  
o No more than five (5) full-time employees  
o Significant present in the MSA (25% of total employee headcount)  
o Documentation of three (3) year average annual gross revenues  
o No more than five (5) years in operation | o $1 million for Construction & Specialty Trade firms  
o $1 million for Architectural & Engineering firms  
o $1 million for Landscaping and other professional services |
| Joint Venture (JV) | o Certified on a bid-by-bid basis | o Not subject to annual gross revenues and employee limits; however, each individual business participating in the joint venture must be certified by the SBDP Office as an SLBE |
Exhibit E

Cost of Services

This page is intentionally left blank. Submitting Firm(s) will need to describe all elements of costs required to complete all the required services as outlined in Part III – Scope of Services.

Vendor Name: ____________________________________________________________
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)

__________________________________________________________ *PHONE (____) _________________

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 ____________

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