Request for Proposals

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

Investment Advisor Services
Request for Proposals No 946-15009RL

All proposals must be submitted to:

Austin Community College District
Procurement and Materials Management Department
Attn.: Rosemary Ledesma – RFP#946-15009RL
9101 Tuscany Way
Austin, Texas 78754

by no later than:

Thursday, May 7, 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Proposals may not be withdrawn for a period of one hundred twenty (120) days subsequent to the date and time for submission without the consent of the Director of Procurement and Materials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  Issue Date
Purchasing Manager  Wednesday, April 15, 2015
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>Site Visit/Pre-Proposal Meeting</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/)

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 ten (10) 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 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.

1.12 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.
1.13 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:

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

1.13.2 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.

1.13.3 Failure of the proposer to certify the RFP.

1.14 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.

1.15 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.

1.16 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.

1.17 Security and Integrity of Data

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

1.18 Award of Contract

1.18.1 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.

1.18.2 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.

1.18.3 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.

1.18.4 Notwithstanding the above, this RFP does not commit ACC to contract for any requirements detailed in this document.
1.19 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/handbook_revision9_11.pdf

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

1.19.2 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.

1.19.3 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.

1.19.4 Authority
The college President or his designee shall have the final authority for determination and to take any action to resolve a protest appeal.

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, 2.4.2);
- Part IV Certification, signed and completed;
- Exhibit D, HUB/Minority Subcontracting Plan, completed;
- 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)
- Three years of financial reports - in a separate sealed envelope marked as “Confidential” including but not limited to detailed balance sheets, and income & cash flow statements; and
- Provide a copy of the firm’s Form ADC, Part I and Part II as filed with the SEC.

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

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.

2.3.2.2 Proposers shall provide responses for the following:
- Describe any SEC regulatory censure or litigation related to services the firm provides.
- How many portfolios has the firm added in the past year? Why?
- How many portfolios has the firm lost in the past year? Why?
- Describe the firm’s commitment to fulfilling the requirements of this RFP.
• Describe the types of investment research the firm utilizes and the methodology used to recommend investment decisions (including maturity and sector selection).

• Describe the primary strategies for adding value to a portfolio.

• Describe the firm’s daily procedures for portfolio review, investment management and client contact.

• How will the firm accommodate fluctuating cash flows and the cash forecasting process?

2.4 **TAB 4: 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 (if any). 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 for funds governed by the Texas Public Funds Investment Act. Describe experience in completing similar consulting efforts. Do not include experience prior to 2005. Provide specific projects and related responsibilities.

• State the dollar value of the assets and the number of portfolios the firm has under direct and continuous management, categorized between public sector and other clients.

2.4.3 References – proposer must provide three (3) relevant references for similar services performed as described in the RFP. Public sector and prior experience with ACC references preferred. 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 Customer Service

2.4.3.1 Describe your strategy for delivering a high level of customer service.

2.4.3.2 Describe how your firm is staffed and managed for these types of services.

2.4.3.3 Describe any unique qualifications for performance of these types of services.

2.4.3.4 Describe the experience of the firm in providing investment management services to public sector entities of similar size and type.

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

2.6.3 Provide a detailed timeline for completion of the requested services as outlined in Part III – Scope of Services

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

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

Exhibit E, Cost of Services is intentionally left blank. 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. Exhibit E. Service Fees and other elements of cost shall be be inserted in Tab 7.

Professional Services WILL NOT be required to be performed under the contract. Professional services are defined in the Texas Government Code (Professional Services Procurement Act or PSPA), Chapter 2254. Professional Services in the PSPA include but are not limited to accounting, architecture, professional engineering, certified public accountant, etc.

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, expanded product offerings or other capabilities. 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. The evaluation committee is made up of representatives from purchasing and other ACC departments, as needed.

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 criteria and weights listed below:
3.3.1 Understanding of the scope of work. 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 15%.

3.3.2 Proposal qualifications and demonstrated professional experience including qualifications and expertise of key personnel proposed in completing similar consulting efforts as outlined in the RFP. Information provided in response to Tab 3; Maximum 35%.

3.3.3 Proposal’s range of products and services; Maximum 20%.

3.3.4 Proposal’s expanded products and service lines; Maximum 10%.

3.3.5 and, the consideration of price. Maximum 20%.

3.4 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 three (3) 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

Rates/Fees must be entered on Exhibit E, Bid Response, in ink or typed. 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: http://www.austincc.edu/purchase/Doingbusiness.php

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, of 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 Services

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firm(s) to provide Investment Advisor Services.

1.0 Background Information:

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

1.2 Background

The ACC portfolio size is between $100 - $200 million depending on the amount of outstanding bonds, and is based primarily on Operating and Bond funds. The current Proposer managing ACC’s portfolio is Valley View Consulting, L.L.C., of Huddleston, VA. ACC’s quarterly investment report as of 08/31/14 is incorporated to the RFP. Reports can be found at the following URL:

http://www.austincc.edu/busdept/budget/investments.php

Note: Endowment/Foundation funds are managed by the ACC Foundation which is a separate entity and not included in the scope of the contract.

2.0 Proposer Minimum Qualifications

2.1 The Proposer shall be a registered Investment Advisor as defined and regulated by the Securities and Exchange Commission (SEC) and be registered to do business in the State of Texas.

2.2 The Proposer shall be either independent of any financial institution or any securities brokerage firm or shall fully and continuously disclose any such relationships with such a financial institution and/or securities brokerage firm.

2.3 The Proposer shall have a minimum of ten (10) years continuous experience in managing state/local government operating and bond funds, with specific experience managing funds governed by the Texas Public Funds Investment Act.

2.4 The Proposer shall have a minimum of $500 million in assets under ongoing and continuous active management. Verification will be made by submittal of Form ADV, Part 1.

3.0 Scope of Services

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

3.1 The Proposer shall carefully examine these specifications and secure from ACC additional information that may be required for a clear and full understanding of the work in providing overall strategies in determining optimal allocation of financial assets. ACC’s current investment policy is incorporated to the RFP for the successful Proposer to use as a guide for investment of ACC’s funds. Information on the policy can be found at the following URL:

http://www.austincc.edu/busdept/budget/investments.php

Services shall include, but not be limited to:

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

3.2 Reports

Proposer shall prepare written reports and submit monthly to ACC, unless otherwise stated below:

• Individual transaction forms at time of each transaction
• Broker/dealer trade confirmations and activity reports sent directly to client
• Safekeeping agent clearance receipts and holdings reports sent directly to client; and
• Portfolio reports, prepared as per client investment policy and contract terms, submitted monthly and quarterly.
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.

COMPANY NAME: ________________________________
ADDRESS: ______________________________________
CITY, STATE, ZIP: __________________ PHONE: __________
SIGNATURE OF COMPANY OFFICIAL: _________________________ DATE: __________

PRIN TITLE: ___________________________ OR 
❑ 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 ☐

Exhibit B

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**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**

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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

HUB/Minority Subcontracting Plan

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

Proposer Name: ___________________________________________
Address: ___________________________________________________
Phone: ____________________________ RFP No: See Above, Right-Hand Corner
Title of RFP: See Above, Right-Hand Corner

__________________________

Name of SubProposer/Supplier: ___________________________________________
Address: ___________________________________________________________
Phone: ___________ Is SubProposer a certified HUB? _____ Yes _____ No
If yes, enter HUB certificate no: _______________________________________

Dollar amount of contract with subProposer/supplier: $____________
Percentage amount of contract with subProposer/supplier: %___________

Submit a separate form for each subProposer/supplier
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 ________________________________