AUSTIN COMMUNITY COLLEGE DISTRICT

ADDENDUM NO. 1
REQUEST FOR QUALIFICATIONS FOR
Geotechnical and Materials Testing; Commissioning; and
Land Surveying Services

RFQ No. 925-15020RW

1.0 Purpose of the Addendum

In accordance with ACC’s Request for Qualifications (the “RFQ”), This Addendum addresses changes to certain provisions and requirements of the RFQ in response to questions received by the Purchasing Department since its date-of-issue.

Except as specifically stated herein, this Addendum which will be addressed to all interested parties, is not meant to relieve any proposer of their duty to respond fully and completely to any requirement of the RFQ.

2.0 Attachments listed below are hereby incorporated into the RFQ:

2.1 Changes to the RFQ since release
2.2 Questions and Answers since release of the RFQ

NOTE: Numbering of Exhibits is unique to this addendum and not meant to coincide with the RFQ document.

Offerors shall acknowledge receipt of this Addendum No. 1 by certifying below and returning this sheet with the RFQ package.

Company Name: _______________________________________________________

Signature of Authorized Representative: ___________________________________

Print Name and Title of Representative _________________________________

Date: _______________________________________________________________
2.1 Changes to the RFQ since release

2.1.1 Replace all Small Business Development Program (SBDP) requirements with Historically Underutilized Business (HUB).
Reference:
- Replace Part I, H; Small Business Development Program (SBDP) with Historically Underutilized Business (HUB)/Minority Program – ACC is committed to encourage the use of HUB/Minority vendors when possible. Vendors are encouraged to provide a plan describing the Vendor’s actions to encourage and utilize Texas Disabled Veterans, HUBs and Minority Business Enterprises. (Now HUB)
- Remove Part I, M, 1, e; Past project compliance references to DBEs, M/WBEs, SBEs and SLBEs. HUBs only.
- Replace all references to SBDP with HUB. Provide a detailed plan utilizing HUBs. SBDP forms are no longer required.

2.1.2 Delete entire sentence for Section III.G.2. of the RFQ requesting for cost and budget information to be provided by Respondents.

2.1.3 Replace 2nd sentence of Section IV. C. of the RFQ with the following:

Only the responses provided by the respondent to the questions identified in Section III and IV and any other specific information requested in this RFQ will be used by the Owner for evaluation.

2.2 Questions and Answers since release of the RFQ

Q1. Page 6, Item J of the RFQ: Is there a criminal history form each individual on the team needs to fill out? Or if there is no criminal history, do we include a statement about the team and reference Texas Education Code Section 44.034 ?
A1. The form required is Exhibit A Bidder’s Disclaimer Form, attached to this Addendum.

Q2. Page 7 of the RFQ: Has the SBDP program been finalized? If yes: (Q3-Q7)
A2. N/A.

Q3. Page 7 of the RFQ: Do the SBDP forms count towards the maximum page count?
A3. N/A.

Q4. Page 7: Is there a % goal for the SBDP consultants?
A4. N/A.

Q5. SBDP Forms: Is there a list of SLBE/ESBLE firms?
A5. N/A.

Q6. Form B: Is it acceptable to enter “TBD” (to be determined) for the dollar amount and %
A6. N/A.

Q7. Form C: Is it acceptable to enter “TBD” (to be determined) for the dollar amount and %
A7. N/A.
Q8. The Submittal Requirements question about Firm Size refers to an attached document titled Categories of Services, A/E Design Team. I was wondering if that was the Exhibit A, Professional Services Scope of Services or Eligibility document and if so, if you are asking us to prove that our firm size and personnel are able and qualified to see the scope of services through. If this is not correct, could you direct me to the correct document?
A8. RFQ Exhibit A explains scope of services that we are looking for and we certainly want their assurance that their firm has the size and personnel are able and qualified to see the scope of services through.

Q9. Which category of firm are we? (Page 6, Item E)
A9. Each firm needs to identify the size of their firm.

Q10. Do you have a preference for binding type? (Pages 6-7)
A10. No three ring binders. Qualifications submittals must be bound. No binder clips.

Q11. Must our Statement of Qualifications be printed double-sided? And if single-sided printing is allowed would page limitation double? (Page 7)
A11. The page limit is 20 pages whether single-sided or double-sided.

Q12. What constitutes the SBDP Plan? (Exhibit C, Page 13)
A12. N/A.

Q13. What constitutes certification requirement for item #5 on page 11? (Agency, HUB, or special ACC office, if any?)
A13. N/A.

Q14. Should individual resumes include only projects during the past two (2) years, or is evaluation criteria on page 14, item “E” only referring to firm’s listed projects (page 6, item “G”)
A14. Contractors are to provide information for past 2 years of company as well as information for past 2 years for each individual proposed for the ACC contract.

Q15. How many firms will ultimately be selected?
A15. There is no pre-determined number. ACC may make multiple contract awards for each category.

Q16. What constitutes notice of criminal history? Is there a form?
A16. Please see the response to Q1 above.

Q17. It is noted that the SBDP Plan needs to be submitted in a separately sealed package. We wanted to confirm that those forms are not included in the 20 printed page limit?
A17. N/A.

Q18. Where can I download a list of certified SLBE/ESLBE businesses that qualifies for the G-2 Purchasing Small Business Development Program?
A18. N/A.

Q19. We had a quick question with regard to RFQ 925-15020RW, “Section III, J. Notice of criminal history is required for each key person.” Is there a particular form for the would like us to submit for each person?
A19. See A1 above.

Q20. I’m sending this email to inquire regarding the number of pages for the submission from Section IV. Step 1 RFQ Submittal Media, Subsection C. Additional attachments.

Text from RFQ: This section states that the RFQ submission not exceed twenty (20) printed, double sided pages.

**Question:** Does this equate to 20 double sided = 40 total pages or 10 double sided = 20 total pages?

Please clarify at your earliest convenience as we are in the process of preparing our response and most definitely do not want to exceed the allowed page count.

A20. See A11 above.

Q21. Where can I download a list of certified SLBE/ESLBE businesses that qualifies for the G-2 Purchasing Small Business Development Program?

A21. N/A.

Q22. I just wanted to clarify on this RFQ that Surveying And Mapping, LLC (SAM) will only need to provide ACC with an SOQ, as defined on Page 10 of 14 in the RFQ, Item III. Land Surveying Services, to be considered a candidate and rather than Items A – J of the “Submittal Requirements” as defined on pages 5 & 6.

Our Marketing group wanted to be clear on this as not to send ACC all the extra information if it was not necessary.

A22. Firms must submit all items as specified in Part III, A-K for the Step-1 Submittal Requirements.

Q23. Is there a SLBE percent participation goal set for this particular IDIQ quals submittal? Or just a good faith effort to get as much participation as possible?

A23. N/A.

Q24. Criminal History: How to properly present information, where there are no issues to report concerning felony convictions of any persons related to the firm?

A24. See A1 above.

Q25. Certificate of Insurance:
  a. Are there required limits?
  b. Is documentation of Professional Liability required?
  c. Do you require a copy made out to Austin Community College?

A25. See Exhibit B of this addendum.

Q26. How much detail is needed for the firm’s internal and external communication process? Does this include administrative communications related to project?

A26. Provide as much detail as you deem necessary to cover the subject matter in the space allowed.

Q27. Is the SBDP classification mandatory? Is this for Austin based firms only?

A27. N/A.
Q28. We have a remote office, in Austin, that we use when working there. Our HQ is in Nashville, with Texas offices primarily in Dallas and Houston. Since the Austin office is only used during on-going work assignments/projects, does that qualify as an office for the sake of this response?
A28. Any qualified firm may submit qualifications regardless of location.

Q29. In the section quoted below, are you looking for specific examples of projects we have worked with each segment or just examples of working with any segment identified as a DBE, HUB, W/MBE, SBE or SLBE?

   e) 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 Business Enterprises
(“M/WBEs”), Historically Underutilized Businesses (“HUBs”), Small
Business Enterprises (“SBEs”), and Small Local Business Enterprises
(“SLBEs”).

A29. Examples of experience working with HUBs.

Q30. What is the Small Business Development Program goal for the Land Surveying Services?
A30. N/A.

Q31. Regarding the SBDP, is it possible to self-perform the services and still get a Y on the evaluation form?
If so, where and on which form do we indicate our intention to self-perform?
A31. N/A.

Q32. If self-performing is not an option, or if we decide to subcontract some of the services we are also able to perform, is there a minimum percentage of subcontracting that we need to meet to pass the evaluation criteria?
A32. N/A.

Q33. Page 6, Item E. Firm Members states to “Provide the firm size (see attached document Categories of Services, Architect/Engineer Design Team)” although it is not attached. Also, while the Evaluation Form specifies to include resumes in this section, the RFP only asks for firm size. Please clarify what the geotechnical & materials testing submittal should provide for this section.
A33. Disregard the reference to “attached document Categories of Services, A/E Design Team.” This wording was included in error. Item E specifies information of firm team experience within the past 2 years, roles and responsibilities. Resumes should address these areas.

Q34. We are asked to provide copies of licensure and exception to terms and conditions. Will this be counted towards the page limit?
A34. No.

Q35. Can you provide a sample copy of the terms and conditions for review?
A35. See ACC Standard Contract Template, Exhibit C in this addendum.

Q36. Is there a specific SDBP percentage or dollar amount goal?
A36. N/A.

Q37. We currently hold the IDIQ contract for geotechnical and materials testing services, but it will be expiring in September of this year. Does this affect our eligibility to submit a proposal?
A37. Yes. Because your firm already has an existing contract for geotechnical and materials testing services you cannot submit qualifications for this solicitation.

Q38. **RFQ III. Step 1 Submittal Requirements** Item E –
Please clarify the reference to “attached document Categories of Services, Architect/Engineer Design Team.” Are project descriptions for projects within the last 2 years being requested or are you requesting simply a listing of projects within the last 2 years?
A38. See A33 above.

Q39. **RFQ III. Step 1 Submittal Requirements** Item G – Are the descriptions of the 2 educational projects in addition to projects within the last 2 years called for in Item E, or detailed descriptions of 2 of those projects?
A39. Firms are to provide descriptions of experience on educational projects within the past 2 years.

Q40. Must the 2 project descriptions for Item G be for projects completed within the last 2 years or can older projects be submitted?
A40. Current projects or completed projects within the past 2 years.

Q41. **RFQ III. Step 1 Submittal Requirements** Item I- What is the participation goal or level of participation for SLBE for the RFQ?
A41. N/A.

Q42. What entity certifies SLBE firms?
A42. N/A.

Q43. What is the process for getting certified?
A43. N/A

Q44. If the prime firm responding to the RFQ is qualified to be a certified SLBE, must that firm be certified as SLBE before the RFQ response is submitted?
A44. N/A

Q45. Is a list of certified SLBE firms available for contact?
A45. N/A.

Q46. We are applying for the Commissioning Services category. What type of work is Commissioning Services considered to be for the purpose of SBDP Form D: SLBE CONTACT SUMMARY?
A46. N/A
Q47. If the SLBE firm is applying under this RFQ as the prime and will be doing 100% of required services with no use of sub consultants, will we meet the requirement for SLBE participation? If so, how do we make this clear when filling out the required SBDP forms required?
A47. N/A

Q48. On Page 6 Item E – refers to an attachment “(see attached document Categories of Services, Architect/Engineer Design Team)”. This attachment was not included in the RFQ.
A48. See A33 above.

Q49. Also in this section a question about the following requirement: “projects within the past 2 years for each firm on the team….”? This suggests a focus on firm projects but when looking at evaluation scoring for this section on page 14 Item E, it suggests that the projects are the projects for individuals on the team – performed within the last two years. For the sake of clarity – the projects required for this section are for the resumes only, correct?
A49. That is correct.

Q50. On page 6 Item I – The forms for the SLBE requirements are detailed – what is necessary to complete the section requirements other than preparing the forms and putting into a separate envelope. Do we provide a narrative of what is covered by the forms?
A50. N/A

Q51. Page 6 Item J - Regarding the notice of criminal history per key personnel. Is this only provided if there is a criminal history? If not, are we providing statements per each person on team?
A51. See A1 above

Q52. Regarding Item J on page 4 – Exceptions – does this only refer to the RFQ and all attachments or is there a sample contract to consider for terms and conditions?
A52. See A35 above.
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: __________________________

PRINT NAME/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: ____________________________

MUST BE RETURNED WITH BID

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
EXHIBIT B
INSURANCE

ACC Standard Insurance Requirements

**Insurance limits for contracts up to $100,000 (or lower risk uses of ACC facilities*)**

**General Liability Insurance** covering all duties, services or work to be performed (under the contract); insurance will provide limits of:
- Policy aggregate $1,000,000
- Each occurrence $500,000
- Products/operations aggregate $500,000
- Personal injury liability $500,000
- Fire damage liability $50,000
- Medical payments $5,000

**Pollution Liability Insurance** limits of $1,000,000 occurrence, $2,000,000 Aggregate (if applicable) **Professional Liability Insurance** limits $500,000 occurrence/aggregate (for consultants/services). **Sexual Molestation Insurance** limits of $1,000,000 per occurrence / $3,000,000 aggregate (for camps) **Automobile Liability Insurance**, Combined Single Limit $500,000 or as required by law.

**Worker’s Compensation Insurance** providing the statutory benefits for the State of Texas and **Employer’s Liability Insurance** for all contracts in the amount of:
- Bodily Injury by accident: $500,000
- Bodily Injury by Disease - each person: $500,000
- Bodily Injury by Disease - policy limit: $500,000

**Insurance limits for contracts over $100,000 (or higher risk uses of ACC facilities*)**

**General Liability Insurance** covering all duties, services or work to be performed (under the contract); insurance will provide limits of:
- Policy aggregate $2,000,000
- Each occurrence $1,000,000
- Products/operations aggregate $1,000,000
- Personal injury liability $1,000,000
- Fire damage liability $50,000
- Medical payments $5,000

**Pollution Liability Insurance** limits of $1,000,000 occurrence, $2,000,000 Aggregate (if applicable) **Professional Liability Insurance** limits $1,000,000 occurrence/aggregate (for consultants/services). **Sexual Molestation Insurance** limits of $1,000,000 per occurrence / $3,000,000 aggregate (for camps). **Automobile Liability Insurance**, Combined Single Limit $500,000 or as required by law.
**Worker’s Compensation Insurance** providing the statutory benefits for the State of Texas and **Employer’s Liability Insurance** for all contracts in the amount of:
- Bodily Injury by accident: $500,000
- Bodily Injury by Disease - each person: $500,000
- Bodily Injury by Disease - policy limit: $500,000

All construction projects will require **Builders Risk Insurance** coverage for the total amount of the contract awarded. The policy shall include an endorsement deleting the following statement from the Property Not Covered exclusion, "Existing building(s) or structure(s) to which alterations, additions, renovation or repairs, are being made." Surety Bonds are required as per Texas law.

An Original Certificate of Insurance must be submitted from the insurer / agent prior to the issuance of the Notice to Proceed or use of ACC Facilities is allowed. The insurance carriers must be acceptable to ACC, generally an AM Best A- X or better rating. The General Liability and Automobile Liability Certificate of Insurance must name Austin Community College District and the Board of Trustees as additional named insured. All certificates shall include a Waiver of Subrogation for coverages. Vendors or those using ACC Facilities must maintain the required limits of insurance as specified in the contract. They must also inform the College of any changes in insurance carriers, policy effective dates, or agents at least 30 days prior to such change, except if the policy is cancelled for non-payment of premium, in which case the notice shall be 10 days.
This non-exclusive contract for provision of _______ services district-wide is entered into as of the date last signed, by and between, _______ with its principal place of business at ________, Austin, Texas 787XX and AUSTIN COMMUNITY COLLEGE DISTRICT ("ACC"), a Public Junior College and Political Subdivision of the State of Texas, with its principal place of business at 5930 Middle Fiskville Road, Austin, Texas 78752, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration.

1.0 REPRESENTATIVES OF THE PARTIES

The representatives of the parties to whom all communications pertaining to this contract shall be directed are:

For AUSTIN COMMUNITY COLLEGE DISTRICT:

Rodney Wheeler
Construction Buyer, Purchasing Service Center
9101 Tuscany Way
Austin, TX 78754
Telephone: (512) 223-1056
Facsimile: (512) 223-1902
Email: rwheeler@austincc.edu

William "Bill" Mullane
Executive Director, Facilities and Construction Service Center
9101 Tuscany Way
Austin, TX 78754
Telephone: (512) 223-1024
Facsimile: (512) 223-1030
Email: wmulanne@austincc.edu

For _______:

For _______:
2.0 SCOPE OF WORK

_________ (hereafter, "Vendor" or "Contractor"), shall provide land surveying services for ACC district-wide. Such services are to be provided in accordance with the provisions, terms and conditions of this Contract No. 15-00XX and consistent with Vendor's responses to ACC's Request for Qualifications No. RFQ 925-150XXRW dated _______ and __________ (collectively, the "RFQ"). The RFQ is incorporated herein by reference as though set forth in full, to the extent that none of the provisions, terms and conditions of the RFQ conflict with those contained in this Contract No. 15-00XX. Conflict, if any, shall resolve in favor of this Contract No. 15-00XX.

3.0 TERM OF CONTRACT AND RENEWAL

Assuming continued availability of funding, the term of this contract shall commence on the date signed by all parties and terminate on _______.

ACC may, at its sole option and with consent of Contractor, renew this contract for three (3) additional one-year periods with expiration dates of __________, respectively.

4.0 COMPENSATION

4.1 Contractor shall be compensated for satisfactory goods received and services performed pursuant to this contract, which pricing shall be based upon rates negotiated pursuant to the RFQ, included herein as EXHIBIT A – Rate Sheet.

4.2 The maximum compensation payable under this contract shall not exceed _________________ ($________) per fiscal year, unless provided by written amendment hereto.

5.0 TERMS AND CONDITIONS

5.1 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 services to be performed.

5.2 Warranty

As applicable, unless otherwise agreed in writing prior to award, the warranty for all items purchased shall be manufacturer's minimum standard warranty.
Contractor shall be an authorized dealer, distributor or manufacturer of the product(s) offered.

5.3 Indemnification

Contractor shall save and keep harmless and indemnify ACC against any and all liability, claims and costs of whatsoever kind and nature of 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 Contractor.

5.4 Insurance Requirements

5.4.1 Contractor shall carry General Liability insurance covering all duties, services, or work to be performed under this contract. Insurance shall provide coverage limits of $500,000 for each occurrence, $500,000 products/completed operations aggregate, $500,000 personal injury liability, $50,000 property damage liability, and $5,000 for medical payments, with a $1,000,000 policy aggregate.

5.4.2 Contractor shall carry Automobile Liability insurance with a combined single limit of $500,000 or as required by law.

5.4.3 Contractor shall maintain Workers' Compensation insurance, providing the statutory benefits for the State of Texas and Employers' Liability insurance in the amount of $500,000 for each person, $500,000 in the aggregate, and $500,000 for each person for occupational disease. When applicable, sole proprietors, or independent contractors who do not carry Workers' Compensation insurance, shall provide a completed TDI Form DWC-85 (10/05), or current.

5.4.4 For consultant or professional services performed under this contract, Contractor shall carry Professional Liability insurance with limits of $500,000 for each occurrence and $500,000 in the aggregate.

5.4.5 When applicable, Contractor shall carry Pollution Liability insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate.

5.4.6 Austin Community College District shall bear no financial responsibility for Contractor's insurance coverage.

5.4.7 Contractor shall submit a properly endorsed Certificate of Insurance prior to any use of ACC facilities, work performed or services provided by, Contractor. General Liability and Automobile Liability
certificates of insurance shall name Austin Community College District and its Board of Trustees as additional named insured. All required polices shall include a Waiver of Subrogation in favor of Austin Community College District. Notice shall be provided to ACC of any changes to insurance required under this contract at least 30 days prior to such change, except if the policy is cancelled for non-payment of premium, in which case the notice shall be 10 days.

5.5 Prices and Invoicing

5.5.1 Prices shall be provided based on the rate sheet negotiated in response to Contractor’s response to the RFQ. Pricing shall be FOB AUSTIN COMMUNITY COLLEGE DISTRICT and include all charges associated with the cost of the completion of the contract.

5.5.2 Contractor shall submit an invoice with NET 30 day payment terms for services performed for ACC under the terms of this contract. The invoice shall contain a complete itemization of services performed, the total amount due, invoice number, invoice date, the designated project number, if applicable, and ACC’s purchase order number.

5.5.3 Prices shall remain firm during the initial term of the contract and for any extension thereof; provided, however, if contract costs have substantially and materially increased, Contractor may request a price increase. The request shall be submitted in writing at least sixty (60) days prior to the proposed effective date of the increase and shall be fully documented as to the reason(s) therefore. ACC shall determine whether the request is reasonable and either grant the request, purchase services from another source, or re-bid the contract.

5.6 Contracts Subject to Texas Business and Commerce Code

Where applicable, contracts between a contractor 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.

5.7 Taxes

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

5.8 Compliance with Local Laws

Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, including City of Austin Code of
Ordinances (See at Vol.2, Title 25, et seq.) and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. It is Contractor’s sole responsibility to ascertain all applicable local laws, regulations, or ordinances and to comply with same.

5.9 Changes

ACC may, from time-to-time, request changes in the scope of services of this contract. Such changes, including any increase or decrease in the amount of Contractor’s compensation, which are mutually agreed upon, shall be incorporated in written amendments to this contract by ACC.

No change may be made to this contract without a written amendment signed by both parties.

5.10 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.

5.11 Assignment

Neither this contract, nor any portion of it, may be assigned without the written approval of ACC’s Director of Procurement and Materials Management.

5.12 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. ACC trustees, employees, and their spouses, are prohibited from accepting gifts or entertainment from vendors of ACC. Additionally, ACC is prohibited from entering into any contract and shall not do business with any of its trustees, its employees, or their spouses.

5.13 Right to Cancel

ACC may cancel contracts at any time for a breach of any contractual obligation by providing Contractor with notice of such cancellation. Should ACC exercise its right to cancel, such cancellation shall become effective on the date specified in the notice to cancel.
5.14 Termination for Convenience

The performance of work, services, or provision of goods under this contract may be terminated by either party in accordance with this clause in whole or, from time-to-time, in part, whenever it is determined that such termination is the best interest of ACC or Contractor. Any such termination shall be effected by delivery of a Notice of Termination to the other party, specifying the extent to which performance of work under this agreement is terminated and the date upon which termination becomes effective. In the event of such termination by ACC, ACC shall be liable for the payment of all approved work performed prior to the termination. In the event of such termination by Contractor, Contractor shall either perform all approved work or shall reimburse ACC for payments already made to Contractor by ACC; such reimbursement shall be acceptable to ACC and shall be made within thirty (30) days of Contractor’s notice to terminate.

5.15 Termination for Default

By written notice, ACC may terminate this contract, in whole or in part, for failure of Contractor to perform any of the provisions of this contract. In such event, Contractor shall be liable for damages including the excess cost of re-procuring similar services provided that if (1) it is determined for any reason that Contractor was not in default, or (2) failure to perform was beyond Contractor's control, fault or negligence, the termination shall be considered a termination for convenience.

5.16 Attorney's Fees

If either party hereto should retain legal counsel for the purpose of enforcing any term or condition of this contract in court, then the prevailing party shall be entitled to recover all damages, costs, and expenses, including but not limited to, reasonable attorney's fees thereby incurred.

5.17 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.

5.18 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.

5.19 Extra Contractual Products and Services
ACC reserves the right to purchase products and services of a related or similar nature and kind from Contractor. Such services and products, if purchased, shall be on an as needed basis at Contractor’s then prevailing prices; provided that such prices are deemed reasonable by ACC.

5.20 Exhibits

The following Exhibits are attached hereto and incorporated herein by reference and the rights and obligations contained therein are hereby incorporated into and shall be a part of this Contract as if contained in the main body of this Contract.

6.0 ENTIRE AGREEMENT

This Contract No. 15-00XX, including the Exhibits hereto, constitutes the entire agreement between the parties as to the subject matter hereof. 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 all parties.

IN WITNESS WHEREOF, the parties have set their hands:

Company:

By:
Name:
Title:
Date:

Austin Community College District:

By: Anthony A. Owens, MBA
Name: Anthony A. Owens, MBA
Title: Director, Procurement and Materials Management

Date:
**END ADDENDUM 1**