



## Acquisitions

201 W. Sheridan, Bldg. A  
San Antonio, TX 78204  
Office: 210/208-8088  
Fax: 210/208-8135

*Bid/RFP documents (except for construction projects) are available on-line in both a read-only and downloadable version. In the event the specifications, terms and conditions contained in the downloadable version are modified by the bidder/offeror, the specifications, terms and conditions in the read-only version shall prevail. The original hard copy source document for the read-only version is on file at the Acquisitions Department, ACCD, 201 W. Sheridan, Building A, Room 101, San Antonio, Texas 78204.*

# ALAMO COMMUNITY COLLEGE DISTRICT

Request For Proposal (RFP) No. 08A-100

June 30, 2008

## Triennial Contract for Collection Agency Service

ALAMO COMMUNITY COLLEGE DISTRICT (ACCD) is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Collection Agency Services for use by ACCD Fiscal Affairs Department, in accordance with the General Specifications contained in this solicitation. The purpose of this contract is to secure contract(s) for the collection of first and second placements of delinquent Student Receivables which consist of NSF checks, tuition/fees installments plans and short term student loans. The District anticipates that annually it will submit for collection approximately 150,000 for Student Receivables, \$222,000 for Installment Loans, \$60,000 for Short Term Loans and \$65,000 for NSF checks/ACH transactions.

Proposals are due prior to 2:00pm Central Daylight Time (CDT) on **July 15, 2008**.

**The term of the contract will be through the end of the thirty-sixth (36th) month following date of award.** If at the end of the contract term, an option to extend the contract for up to three (3) additional one-year terms may be negotiated, however, ACCD may terminate the contract at any time if funds are restricted, withdrawn, not approved or if service is unsatisfactory. The anticipated award of this contract is August 2008.

The ACCD is a two (2) year public, multi-college district serving the diverse educational needs of Bexar County, Texas. The ACCD is comprised of the following colleges and administrative offices: Northeast Lakeview College (NLC, 1201 Kitty Hawk, Universal City), Northeast Lakeview College - Northeast Campus (NEC, 7980-7990 Pat Booker Rd.), Northeast Lakeview College (8300 Pat Booker Rd.), Northwest Vista College (NVC, 3535 N. Ellison Dr.), Palo Alto College (PAC, 1400 W. Villaret Blvd), St. Philip's College (SPC, 1801 Martin Luther King Dr.), St. Philip's College - Southwest Campus (SWC, 800 Quintana Rd.), San Antonio College (SAC, 1300 San Pedro Ave.), Advanced Technology Center (ATC, 312 Tinker Rd), Central Texas Technology Center (CTTC, 2189 FM 758, New Braunfels, TX), Community Education Service Center (CESC, 201 W. Sheridan Dr.), District Administration Building (ACCD, 811 W. Houston), other locations occupied by ACCD and its colleges, and any future/temporary locations.

Offerors may visit ACCD's website at <http://www.accd.edu> to learn about ACCD.

### I. GENERAL SPECIFICATIONS

- A. The selected contractor(s) will provide various services related to the verification and recovery of bad debt.

- B. Transmittal of Accounts – ACCD will transmit accounts as agreed to the Agency via an on-line transmission system or computer disk as determined by the ACCD. The Agency(s) will receive an information sheet for each outstanding debt, which will reflect the total outstanding balance, fees/interest and amount of last payment, if applicable.
- C. Direct Payment Reports – ACCD will report all payments received directly to the Contractor(s) office immediately upon receipt, via fax or email.
- D. Collection Activity – All direct and indirect collection activities performed by the Contractor(s) shall be in accordance with all applicable federal and state laws, regulations and ACCD policies. All employees of the Contractor(s) that will be handling ACCD accounts must be adequately trained and knowledgeable about applicable federal regulations and requirements of the specific loan program.
- E. Ultimate Authority – In contracting with any collection services, ACCD retains the ultimate responsibility and authority on decisions concerning collection, canceling or deferment of any account and to include accounts closed and returned to ACCD initially remitted for collections.
- F. Account Submissions – Accounts will be submitted a minimum of three (3) times per year. Once a semester has ended and the following semester registration has ended, information from the previous semester will be gathered for submission to the Contractor(s) (i.e. Delinquent Students Receivables for the respective terms will tentatively be submitted as follows: Fall will be submitted early Spring semester; Spring semester will be submitted Summer I, and Summer semesters will be submitted in Fall.
- G. Billing Statements – The ACCD requires monthly itemized statements by account type (installments, NSF, and Short Term Loans) accompanied by a full remittance check for accounts collected in that billing cycle. Details of outstanding account balances are also required.
- H. Offeror(s) must designate an individual or group of individuals who will be the agency's formal contact with the ACCD for all matters related to the proposed collection services. Agency must guarantee prompt information and return calls.
- I. Other services: Any additional services the agency may deem essential and effective in assisting the ACCD optimize its collections efforts.
- J. In response to this Request for Proposal, offeror(s) must:
  - 1. Describe all services provided.
  - 2. Provide location of agency and any branch offices that will be involved in servicing the ACCD account.
  - 3. Provide a brief but complete history and background of the organization.
  - 4. Include a description of additional fees or benefits, if any, which are deemed necessary for providing services (Section V.C.).
  - 5. Provide all information requested elsewhere in the RFP.
  - 6. Provide Executive Summary of services and fees.

## II. CONDITIONS AND TERMS

### A. Award of Contract

Award may be made to more than one offeror. Award will be made to the responsive, responsible Offeror(s) whose proposal conforms to this solicitation and offers the best value to ACCD, price and other factors considered. ACCD may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal

should be submitted on the most favorable terms from a price and technical standpoint, which the Offeror can submit to ACCD. ACCD reserves the right to accept or reject any and/or all proposals, and to waive any and/or all formalities and irregularities in the proposals received and re-solicit as deemed necessary.

**B. Proposal Finalists/Negotiation**

1. After reviewing all proposals, ACCD may meet with the offerors who are judged by ACCD staff to have presented proposals that are of most interest to ACCD. The evaluation criteria set forth in Section II.C of this RFP will be used as the basis for determining which proposals will receive further consideration. ACCD reserves the right to negotiate with offerors during these meetings.
2. During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each Offeror should be prepared to make a presentation to ACCD. The presentations must show that the Offeror clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.
- 3 **It is not incumbent on ACCD to accept the lowest priced proposal received.**

**C. Evaluation Criteria**

In accordance with Texas Education Code, sub-section 44.031(b) as amended by 80<sup>th</sup> Legislature, the ACCD shall consider the following criteria in evaluation of the bids/proposals for contract award.

Criteria		Maximum Points
1.	Fairness and reasonableness of proposed fees.	75
2.	Reputation of the vendor and the vendor's goods or services.	5
3.	Quality of the vendor's goods or services.	5
4.	Extent to which the goods or services meet the district's needs.	5
5.	Vendor's past relationship with the district.	5
6.	Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	4
7.	Total long-term cost to the district to acquire the vendor's goods or services.	1
TOTAL:		100

**D. Preparation of Proposals**

Offerors are expected to examine the complete RFP document. Failure to do so will be at the Offeror's risk. Written questions about this RFP and requests for additional information shall be submitted prior to **July 10, 2008** (5:00 p.m.) by fax to (210) 208-8135; or email to kgottfried@mail.accd.edu. ACCD will not respond to verbal inquiries.

**E. Acknowledgment of the Addenda**

Any clarifications or interpretations will be given to all known Companies in addendum form, and such addenda will be included as part of the Proposal Documents. Offerors shall acknowledge receipt of addenda in the spaces provided in the Proposal form (Section VII). Only written interpretations or corrections by names of an addendum shall be binding. No Company shall rely upon any information given by any other method.

F. **References**

Provide a list of at least five (5) references, including at least two (2) organizations of similar size and complexity where similar services have been rendered. Include contact person, telephone numbers, addresses and period for which service was provided.

G. **Insurance**

Contractor must provide its proposed insurance coverage in its proposal. Contract must carry the insurance specified in the contractors' proposal in accordance with the insurance provisions herein at Contractor's sole expense, from a qualified insurance broker acceptable to and approved by ACCD. Further, Contractor will be required to name ACCD as an additional named insured on those insurance coverages identified by ACCD. A current Certificate of Insurance evidencing such coverage will be furnished to ACCD within ten (10) days **after** notification of award.

The liability which the Contractor will be required to assume will be limited to the insurance coverage the Contractor will be required to maintain pursuant to the insurance provisions.

1. **Contractor's Insurance Requirements**

Commencing on the date of the contract, the Contractor will, at his/her own expense, purchase, maintain and keep in force such insurance as will protect him and ACCD and their employees and agents from claims which may arise out of or result from his/her operations under this contract, whether such operations are by himself, by any subcontractor, supplier or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable, including without limitation, the following:

- a. The insurance required will be endorsed to afford coverage for the indemnification assumed by the Contractor under this proposal.
- b. The insurance that is required under this section will be written so that ACCD will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least thirty (30) days prior to such action.
- c. Contractor is responsible for all deductibles under all of the insurance policies required by this section.
- d. The stated limits of insurance required by this section are MINIMUM ONLY and it will be the Contractor's responsibility to determine what limits are adequate and the length of time these coverages will be maintained. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. The Contractor is fully responsible for all losses arising out of, resulting from, and in support of its operations under this proposal and those of its subcontractors, whether or not said losses are covered by insurance. ACCD's acceptance of Certificates of Insurance that in any respect do not comply with the requirements of this section does not release the Contractor from compliance herewith.
- e. Contractor agrees that the insurance policy required by this section will be with insurance companies, firms or entities that are A. M. Best Rated "A" or better and acceptable to ACCD. All insurance policies will be of an "Occurrence" type.
- f. Insurance shall be written by companies authorized to transact business in the State of Texas and acceptable to ACCD.

- g. Offeror agrees to waive subrogation against the Alamo Community College District, its officers, employees, and elected officials, and elected representative for injuries, including death, property damage, or any other loss to the same may be covered by the proceeds of insurance.
- h. The ACCD reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverage and their limits when deemed necessary and prudent by ACCD based upon changes in statutory law, court decision, or the claims history of the industry as well as the Offeror.

#### H. Termination

- 1. Termination Without Cause. Contractor may terminate this contract at any time during its term without cause by providing not less than sixty (60) calendar days prior written notice to the other party of the intention to terminate the contract and the specific termination date. ACCD may terminate this contract at any time without cause by giving the Contractor not less than sixty (60) calendar days prior written notice of the termination of this contract and the specific termination date.
- 2. Termination For Cause. If the Contractor fails to comply with the terms of the contract for any reason, fails to remedy and cure failures within 72 hours of written notice, then ACCD will have the right to terminate this contract immediately upon written notice.

### III. GENERAL CONDITIONS

- A. It is the policy of the ACCD to encourage participation by small, minority, and woman-owned business enterprise (SMWBE) as contractors to the ACCD. The term "SMWBE" means a business which is a Corporation, Sole Proprietorship, Partnership or Joint Venture in which at least 51 percent is owned, operated, and controlled by a person or persons who are socially disadvantaged because of their identification as members of certain groups, who have suffered the effects of discriminatory practices. SMWBE groups include: Black Americans - which includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Asian Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and the Northern Marianas; Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and Women - which includes all women of any ethnicity.

ACCD Acquisitions Department maintains an active program for the identification and placement of SMWBE's on bidders' mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SMWBE's seeking contracting opportunities should file a "Vendor Registration" packet with the ACCD Acquisitions Office, Room 101, 201 W. Sheridan, Building A, San Antonio, Texas 78204-1429. This form is available at the above office, can be obtained by calling (210) 208-8080, or you can visit our web site at <http://accd.edu/district/purchase/purchasing%20forms/vendor%20registration.pdf>

- B. No person shall be subject to discrimination on the basis of race, color, age, gender, nationality, religion or disability (defined by the ADA).
- C. The Offerors must certify as a condition of award that they have not engaged in collusion with other offerors, or anyone else in relation to the preparation and/or submittal of their proposal for

this project. Additionally, it is understood that a firm's or individual's giving practices to ACCD or any other entity will be of no advantage in consideration of the award of this contract.

- D. The Offerors affirms that he has not given, offered to give, does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal, or service to a public servant or elected official in connection with this contract.
- E. The Offerors must include in the response a notice to ACCD as to whether the person submitting the proposal or an owner or operator of the business entity has been convicted of a felony and the description of the conduct resulting in the conviction. The contract may be terminated if the ACCD determines that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.
- F. The terms and prices of the proposal are to remain in effect for a period of ninety (90) days from the date of the proposal deadline.
- G. The Offerors must state on the proposal form whether they owe State of Texas margin taxes. If Contractor is a corporation and becomes delinquent in the payment of its Texas Margin Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.
- H. Contractor represents and warrants that it is not more than thirty (30) calendar days delinquent in child support payments and is eligible to receive payments from State funds as required by the Texas Family Code §231.006.
- I. Submission of a proposal indicates acceptance of all conditions contained in the RFP.
- J. ACCD will not reimburse offerors responding to this RFP for any expenses incurred in preparing or presenting proposals. ACCD reserves the right to retain all proposals and to use any ideas submitted in a proposal--regardless of whether the proposal is selected. Additionally, offerors submitting proposals may be called upon for personal interviews and/or to make oral presentations to the ACCD Administration and/or Board of Trustees as part of the evaluation process.
- K. Offerors must disclose any past or current business or other relationships that may impact the Offerors's services on behalf of ACCD.
- L. Include any additional information which would be helpful in evaluating your firm, qualification statement and proposal.
- M. **Indemnification** - The awarded vendor hereby agrees to indemnify and hold harmless ACCD and its trustees, employees, and agents (the "Indemnitees") from and against all claims, causes of action, losses, liability, costs, and expenses (including reasonable attorneys' fees) which arise out of or are caused by the acts or omissions of the awarded vendor, except to the extent the same are caused by the negligence of the Indemnitees.
- N. **Dispute Resolution** - Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this agreement prior to initiating legal action, and as a condition precedent to being entitled to file actions, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties.

- O. **Release of Information** - ACCD is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which bidder/offeror (or any bidder/offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, ACCD may determine it is sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, ACCD will notify bidder/offeror (or the particular bidder/offeror affected) and bidder/offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event bidder/offeror requests judicial intervention, the party so requesting shall indemnify ACCD for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will ACCD be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.
- P. The terms of this RFP will prevail. **A proposal, in response to a Request for Proposal, is an offer to contract with the ACCD based upon the terms, conditions, and specifications of this proposal. ACCD will not execute any vendor's contracts for these services.**
- Q. Offeror(s) attention is called to the "Terms and Conditions" (Attachment A) which are applicable to this proposal invitation. **All terms and conditions of the request for proposal shall take precedence over the proposal.**

#### IV. SUBMISSION OF PROPOSAL

- A. Sealed proposals shall be submitted, one (1) original (unbound), one (1) bound copy, and four (4) electronic copies; delivered to:

Triennial Contract for Collection Agency Service  
RFP No. 08A-100  
Alamo Community College District  
Acquisitions Department  
201 W. Sheridan, Bldg. A, Room 101  
San Antonio, Texas 78204-1429

prior to 2:00pm CDT on **July 15, 2008** and then publicly acknowledged in the Bid Opening Room #102. Any proposals received after that time and date will be time stamped, rejected and returned unopened. The document label should be used to address the proposal envelope. No proposal may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice (except through negotiation with ACCD). A proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of proposal.

**E-mail or faxed proposals will not be accepted.**

- B. Proposal package (box/ctn) must indicate the Offeror's company name, the proposal deadline date, and RFP number.

- C. Offerors are encouraged to personally deliver their proposal to the Acquisitions Department prior to the deadline.
- D. One (1) unbound original, one (1) bound copy, and four (4) electronic copies of the proposal are required. If supplementary printed material is referenced in the proposal text, six (6) sets (one original, one copy, four electronic copies) of the material are also required. **Please notate 'Original' as such.** Proposals should be a maximum of fifty (50) printed pages. The cover, table of contents, signature pages, and divider sheets do not count as printed pages. A page with printing on one side is counted as one (1) page. A page with printing on both sides is counted as two (2) pages.
- E. In addition to their primary proposal, Offerors(s) may also submit alternate proposals in accordance with any modifications they deem desirable, showing complete explanations and specific price adjustments for each modification.
- F. If any of the services cannot be furnished or cannot be furnished in the manner requested, attach an explanatory note describing any variations between the specifications and the proposal. Proposals must be submitted on the forms provided. Supplemental data may also be provided, but the referenced paragraphs must be identified.
- G. All proposals become property of ACCD upon receipt. Any information deemed to be confidential by the offeror should be clearly noted on the page or pages where it says confidential information is contained; however, ACCD cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Open Records Act, since information deemed to be confidential by the offeror may not be considered confidential under Texas law. Companies are encouraged to hand deliver their qualification statement/proposals to the ACCD Acquisitions Department prior to the deadline.
- H. By execution and submission of this RFP, the offeror hereby represents and warrants to owner that the offeror has read and understands the RFP documents and this RFP is made in accordance with the RFP documents.
- I. If Offeror fails to provide the required insurance certificate within ten (10) calendar days after receipt of the Award letter, such failure may be construed by the District as abandonment of the proposal, and the District may annul the award.
- J. The following items must be completed and returned to ACCD:
  - 1. Pages 9-10 of RFP.
  - 2. Page 11 of RFP "Certification of Non-Collusion".
  - 3. Page 2 of the "Terms and Conditions of RFP".
  - 4. Other documents as may be required by the RFP.
- K. If you choose not to respond to this proposal, please return the "No Response" form no later than 2:00pm CDT, **July 15, 2008**.
- L. For questions and/or further information regarding this request for proposal, contact Karen Gottfried, Contracting Coordinator, Acquisitions Department, phone (210) 208-8088 or fax (210) 208-8135.



**V. PROPOSAL FEE SUBMITTAL**

Collection of accounts.

- A. First placement: \_\_\_\_\_ %
- B. Second placement: \_\_\_\_\_ %
- C. Additional fees providing or initiating services as stipulated below: (Please specify whether fees are one time or periodic costs)

---

---

---

**VI. PROPOSAL CHECKLIST**

- A. Has the offeror provided a minimum of five (5) client references for which credit card services have been provided within the past three (3) years? Yes \_\_\_ No \_\_\_
- B. Has the certificate of non-collusion been signed? Yes \_\_\_ No \_\_\_
- C. Has offeror ever been convicted of a felony? Yes \_\_\_ No \_\_\_  
If yes, please explain: \_\_\_\_\_
- D. Does offeror owe any State of Texas margin taxes? Yes \_\_\_ No \_\_\_  
If yes, please explain: \_\_\_\_\_
- E. Is the person submitting this bid currently more than thirty (30) calendar days delinquent in child support payments? Yes \_\_\_ No \_\_\_ If "Yes" was checked, please explain: \_\_\_\_\_
- F. Offeror agrees to comply with all the stated requirements in this request for proposal. Any exceptions must be stated in the proposal response. Yes \_\_\_ No \_\_\_  
Exceptions: (Use additional pages, if necessary)  
\_\_\_\_\_  
\_\_\_\_\_
- G. Does the offeror have any information to disclose about past or current relationships that may impact the offeror's service? Yes \_\_\_ No \_\_\_
- H. Has one (1) original, one (1) copy, and four (4) electronic copies of the proposal been submitted with offeror's response? Yes \_\_\_ No \_\_\_

NAME OF OFFEROR OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL:	Date Proposal Signed:
--------------------------------	--	-----------------------

- I. Does the Offerors agree to 'hold harmless', defend at its own expense and indemnify ACCD against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes \_\_\_\_\_ No \_\_\_\_\_
- J. Did you provide an Executive Summary of services and fees? Yes \_\_\_\_\_ No \_\_\_\_\_
- K. Did you indicate an individual or group of individuals who will be the agency's formal contact with the ACCD? Yes \_\_\_\_\_ No \_\_\_\_\_
- L. Please assist us in keeping offerors company information accurate and up to date by checking the appropriate blocks.
1. ☐ Dealer ☐ Manufacturer ☐ Jobber ☐ Retailer ☐ Factory Rep ☐ Individual  
☐ Partnership ☐ Incorporated ☐ Publisher ☐ Non-profit ☐ Governmental Agency  
☐ Educational Institution ☐ Professional Organization
  2. ☐ Minority Owned Business, if so please state ☐ Black ☐ Hispanic ☐ Native American  
☐ Asian Pacific American ☐ Small Business ☐ Women-Owned
  3. Is your business considered historically socially/economically disadvantaged? ☐ Yes ☐ No  
If so, is your business currently certified as such? ☐ Yes ☐ No  
With whom? \_\_\_\_\_
  4. How did you learn about this project? \_\_\_\_\_

**VII. ADDENDA:**

Offeror hereby acknowledge receipt of the following Addenda to the specifications, the provisions and requirements of which have been taken into consideration in the preparation of this RFP.

Addenda Numbers: No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_

Payment Discount Terms: \_\_\_\_\_% \_\_\_\_\_ days.

***Bid/RFP documents (except for construction projects) are available on-line in both a read-only and downloadable version. In the event the specifications, terms and conditions contained in the downloadable version are modified by the bidder/offeror, the specifications, terms and conditions in the read-only version shall prevail. The original hard copy source document for the read-only version is on file at the Acquisitions Department, ACCD, 201 W. Sheridan, Building A, Room 101, San Antonio, Texas 78204.***

NAME OF OFFEROR OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL:	Date Proposal Signed:
--------------------------------	--	-----------------------

**CERTIFICATION OF NON-COLLUSION**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

FILL IN APPLICATION INFORMATION:

A CORPORATION, chartered in the State of \_\_\_\_\_, authorized to do business in the State of TEXAS.

A Partnership, composed of : \_\_\_\_\_

An Individual, operating under the name of: \_\_\_\_\_

(SEAL: If Proposal is by a Corporation)

Respectfully Submitted,

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Position with Company

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
E-mail Address

Read Carefully

NOTE: The Alamo Community College District is indicated in the following with "ACCD".

1. **GENERAL CONDITIONS:** Offerors are required to submit their proposals upon the following express conditions:
  - a. Offerors shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
  - b. Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of supplies, material and equipment as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make all necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the ACCD or the compensation to the vendor.
  - c. Offerors are advised that all ACCD contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.
2. **PREPARATION FOR PROPOSALS:** Proposals will be prepared in accordance with the following:
  - a. All information required by the proposal form shall be furnished.
  - b. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
  - c. Alternate proposals will not be considered unless authorized by the Request for Proposals.
  - d. Proposed delivery time must be shown.
  - e. Offerors will not include Federal taxes nor State of Texas limited sales excise or use taxes in proposal prices since the ACCD is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
3. **DESCRIPTION OF SUPPLIES:** Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive, unless otherwise noted, and is used only to indicate type and quality. Offerors are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified. **ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE STATED IN WRITING IN THE PROPOSAL RESPONSE.**
4. **SUBMISSION OF PROPOSALS:**
  - a. Proposals and changes thereto, shall be enclosed in sealed envelopes addressed to the ACCD.
  - b. Proposals must be submitted on the forms furnished.
  - c. Samples, when required, must be submitted within the time specified at no expense to the ACCD. If not destroyed or used up during testing, samples will be returned upon request at the Offeror's expense.
5. **REJECTION OF PROPOSALS:**
  - a. The ACCD may reject a proposal if:
    1. The Offeror misstates or conceals any material fact in the proposal, or if,
    2. The proposal does not conform to the law or the requirements of the proposal, or if,
    3. The proposal is conditional, except that the Offeror may qualify his proposal for acceptance by the ACCD on an "All or None" basis or a "Low Item" basis. An "All or None" basis proposal must include all items upon which proposals are invited.
  - b. No proposal submitted herein shall be considered unless the Offeror warrants that upon execution of a contract with the ACCD, they will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, age, disability or national origin and will submit such reports as the ACCD may thereafter require to assure compliance.
  - c. No proposal submitted herein shall be considered unless the Offeror warrants that upon execution of a contract the ACCD will not be legally responsible for liabilities resulting from/or relating to activities by the Offeror and/or Offeror's employees performed under the requirements of the contract. In addition the Offeror will confirm in his/her proposal strict compliance with all applicable safety regulations and workers' compensation laws issued by the government of the U.S.A. and/or the State of Texas.
  - d. The ACCD may, however, reject all proposals whenever it is deemed in the best interest of the ACCD to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in 5(a)3 above. The ACCD may also waive any minor information or irregularities in any proposal.
6. **WITHDRAWAL OF PROPOSALS:** Proposals may not be withdrawn after the time set for the proposal opening, unless approved by the ACCD.
7. **LATE PROPOSALS OR MODIFICATIONS:** Proposals and modifications in pricing received after the time set for the proposal opening will not be considered.
8. **CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:** If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he may submit to the ACCD Director of Acquisitions and Administrative Services on or before five days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of proposals. The ACCD will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract.
9. **DISCOUNTS:** In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
10. **AWARD OF CONTRACT:**
  - a. The contract will be awarded to the lowest responsible Offeror whose proposal, conforming to the Request for Proposals, is most advantageous to the ACCD, price and other factors considered.
  - b. The ACCD reserves the right to accept any item or group of items of this proposal, unless the Offeror qualifies his proposal by specific limitations. Re Par. 5(a)3 above.
  - c. A written award of acceptance (manifested by a purchase order or award letter) mailed or otherwise furnished to the successful Offeror results in a binding contract without further action by either party.
  - d. Prices must be quoted F.O.B. Destination in San Antonio with all transportation charges prepaid, unless otherwise specified in the Request for Proposals.
11. **PERFORMANCE BOND:**
  - a. If applicable, the successful Offeror(s) must furnish the ACCD with a performance bond in the amount set forth in the Request for Proposals (See top paragraph, reverse side). This bond is not to be submitted with proposal, but must be presented to the Purchasing Department upon notification. Ability to provide such must be stated in proposal.
  - b. The ACCD will not enter into a contract or issue a purchase order until the successful Offeror has complied with performance bond provisions.
  - c. The performance bond shall be in the form of a certified check, upon State or National Bank or Trust Company, or a check on such bank or trust company signed by a duly authorized officer thereof, or a certificate of deposit from such bank or trust company. All such checks and certificates of deposit shall be drawn payable to the order of the ACCD. The performance bond must be issued by a bonding company licensed to do business in the State of Texas.
  - d. The performance bond of the successful Offeror(s) shall be returned by the ACCD upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
  - e. Failure of vendor to perform any of the services required by this contract within ten days of receipt of written demand of performance from ACCD, or failure of contractor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract, and shall cause this contract to terminate. In the event of

such termination the performance bond shall be retained by the ACCD as liquidated damages, based upon mutual agreement and understanding between contractor and ACCD at the time this proposal is solicited, submitted and accepted, that the ACCD is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Director of Acquisitions and Administrative Services, the failure of contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the contractor has no control, said performance bond may in whole or in part, as may be determined by the Director of Acquisitions and Administrative Services be returned to the contractor without action by the Board of Trustees. It is understood that such determination shall be entirely discretionary with the Director of Acquisitions and Administrative Services.

**12. SUBCONTRACTS:**

- a. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work and/or testing within the proposal/contract.
- b. Unless otherwise required by the Contract/Proposal document, the Contractor shall furnish to ACCD in writing the names by proposal inclusion of Subcontractors for each of the principal portions of the work. The Contractor shall not employ any Subcontractor about whom ACCD may have a reasonable objection. Contracts between the Contractor and the Subcontractors shall bind each subcontractor, to the extent of the work to be performed by the subcontractor, to the same terms of the contract document.

**13. DEFINITIONS:** Contracting Officer - The ACCD Director of Acquisitions and Administrative Services, by virtue of office and appointment by the Board of Trustees, in accordance with prescribed regulations, is vested with the authority to enter into contracts, and make determination and findings, and has the authority to designate contract administration of any such contract to competent authorities. Any contract modification must have the prior written approval of the ACCD Contracting Officer.

**14. GRATUITIES:** ACCD may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by ACCD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller or any agent or representative of the Seller, to any officer or employee of the ACCD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by ACCD pursuant to this provision, ACCD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

**15. WARRANTY-PRICE:**

- a. The price to be paid by the ACCD shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, ACCD may cancel this contract without liability to Seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the ACCD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**16. WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of ACCD. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**17. SAFETY WARRANTY:** Seller warrants that the product sold to ACCD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, ACCD may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by ACCD will be at Seller's expense.

**18. RIGHT OF INSPECTION:** ACCD shall have the right to inspect the goods at delivery before accepting them.

**19. CANCELLATION:** ACCD shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which ACCD may have in law or equity.

**20. TERMINATION:** The performance of work under this order may be terminated in whole or in part by ACCD in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of ACCD set forth in Clause 19, herein.

**21. FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**22. ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of ACCD. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

I acknowledge that I have read and accepted these Terms and Conditions:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**IF YOU ARE NOT PROVIDING A PROPOSAL ON THIS PROJECT,**  
**PLEASE COMPLETE THIS FORM, FOR OUR RECORDS.**  
**NO RESPONSE FORM**

**ALAMO COMMUNITY COLLEGE DISTRICT**

PLEASE COMPLETE AND RETURN IF APPLICABLE

The Alamo Community College District (ACCD) is interested in the reasons why you did not respond to our Request for Proposal. Please fill out the information requested and return this form to the ACCD Acquisitions Department at the address below:

**REASONS FOR NO RESPONSE** (please mark all those that apply to your circumstances)

- |  |  |
|--|--|
| <input type="checkbox"/> Could not meet specification requirements           | <input type="checkbox"/> Could not provide a proposal due to illness |
| <input type="checkbox"/> Do not supply this material or service              | <input type="checkbox"/> Could not set price with manufacturer       |
| <input type="checkbox"/> Could not meet delivery requirements                | <input type="checkbox"/> Could not meet insurance requirements       |
| <input type="checkbox"/> Did not have time to prepare a proposal             | <input type="checkbox"/> Could not meet bonding requirements         |
| <input type="checkbox"/> Cannot take additional jobs due to present workload | <input type="checkbox"/> Job is too big                              |
| <input type="checkbox"/> Could not be price-competitive                      |  |
| <input type="checkbox"/> Other - please explain: _____                       |  |

- ☐ I want to remain on the mailing list for this item or service.
- ☐ I do not want to remain on the mailing list for this item or service.

08A-100  
RFP Number

**July 15, 2008**  
Date of Opening

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

Please fax completed form by 2:00 PM CDT **July 15, 2008** to:

Alamo Community College District  
Acquisition Department  
201 W. Sheridan, Bldg. A, Room 101  
San Antonio, TX 78204-1429

**Vendor may fax this form to 210/208-8135 in lieu of mailing - Please fax by above deadline.**

Thank you for your time and effort and for showing an interest in the Alamo Community College District.