# **BID DETAILS**

Issuing Company:

Austin Community College District

Supplier company: AgreeYa Solutions, Inc. (Public RFP sign on)

Primary Contact:

Kimberly Royal (mailto:kimberly.royal@austincc.edu)

#### ARTICLE 1 - General Overview and Executive Summary

AUSTIN COMMUNITY COLLEGE (ACC) DISTRICT is soliciting Requests for Qualifications (RFQs) from qualified and interested firms for the Direct Hire and Temporary Staffing Services, Indefinite Delivery, Indefinite Quantity (IDIQ) in accordance with Solicitation #961-24-0155-00-M-KR-RFQ.

ACC Administration is responsible for the following responsibilities with respect to the selection of service providers for the proposed services.

- Serve as the primary/first contact with all external professionals who may be contracted for these projects:
- Develop and publicize scope of solicitation and evaluation criteria for selection of Direct Hire and Temporary Staffing Services;
- · Submit rankings of respondents to the solicitation evaluation committee for evaluation selection and approval; and
- Serve as contact and in oversight role throughout the procurement process.

Selection Process: The Request for Qualifications (RFQ) is a two (2) step process for selecting a qualified Direct Hire and Temporary Staffing Services firm, which includes the

- · Step 1: Evaluation of Requests for Qualification (RFQ) Responses from interested firms/respondents to determine the competitive range among all respondents for potential award of a contract; and
- Step 2: Review of the proposed rates (or fee schedules) that are published by the selected/qualified firm (see Article 2 section 2.3.2 and Exhibit F). Rates and fee schedules must be submitted in a separate email marked "Rates and Fee Schedules" on the date

  identified in the Procurement Schedule of Event (see Article 1.7) to the point point in the procurement Schedule of Event (see Article 1.7) to the point in the Procurement Schedule of Event (see Article 1.7) to the point in the Procurement Schedule of Event (see Article 1.7) to the point in the Procurement Schedule of Event (see Article 1.7) to the point in the Procurement Schedule of Event (see Article 1.7) to the point in the Procurement Schedule of Event (see Article 1.7) to the Procurement (see Article 1.7) to the Procurement (see Article 1.7) to the Procurement of contact (See Article 1.3).

### **ARTICLE 1.1 Authority**

ACC is soliciting the proposed services (or goods) listed herein under Texas Education Code, Chapter 44, Subchapter B, Section 44.031(f), the Texas Government Code, Chapter 2254 and ACC's Board Policy CF (Local).

ACC is a two-year community college providing university transfer, workforce training, continuing education, and adult basic education opportunities. In fall 2017, 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.

# ARTICLE 1.3 Point of Contact Information

All requests, questions or other communication about this solicitation shall be made in writing to the ACC P2P Department addressed to person listed below:

- · Name: Kimberly Royal
- · Title: Buyer, ACC P2P Department
- Address: 9101 Tuscany Way, Austin, TX 78754
- Phone: (512) 223-1043
- . E-Mail: kimberly.royal@austincc.edu

# ARTICLE 1.4 Prohibited Communication

On issuance of this solicitation, except for the written questions and requests for clarification described in the solicitation, ACC, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondents or their representative(s).

Attempts by potential respondents to ask questions by phone, email, or in person of other representatives other than the point of contact for this solicitation will not be allowed or recognized as valid. Respondents shall rely only on written statements issued by or through the College's designated staff as provided in this solicitation.

Prohibited communication includes any attempts to contact or notify any ACC agent (see Exhibit C-1) during the procurement process and prior to award of the resulting contract.

This restriction does not preclude discussions between affected parties to conduct business unrelated to this solicitation.

Failure to comply with these requirements may result in disqualification of respondent's proposal.

# **ARTICLE 1.5 Clarifications**

ents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the solicitation in the manner and by the deadline for submitting questions.

If a respondent fails to timely and adequately notify the point of contact of such issues, the respondent submits its proposals at its own risk, and if awarded a contract:

- 1. shall have waived any claim of error or ambiguity in the solicitation and any resulting contract.
- 2. shall not contest the interpretation by the College of such provision(s), and,
- 3. shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

# ARTICLE 1.6 Questions and Responses

Questions or comments concerning this solicitation must be submitted in writing to the ACC's Point of Contact, by no later than the date and time indicated in Procurement Schedule of

Responses to questions or other written requests for clarification will be communicated via an addendum, or via Workday Strategic Sourcing (WSS) "Message Center", as applicable. ACC reserves the right to amend answers before the deadline of the solicitation's responses. It is the respondent's responsibility to contact the Point of Contact for updated responses.

ACC also reserves the right to determine or decline to answer any question or questions or to provide a single consolidated response of all matters they choose to respond in any manner at the sole discretion of the College. If ACC, in its sole discretion, determines that questions necessitate a change to this solicitation, the change will be reduced to writing in the form of an addendum, or via Workday Strategic Sourcing (WSS) "Message Center", as applicable.

# ARTICLE 1.7 Procurement Schedule

The following table documents identify the critical pre-award events for the solicitation.

Procurement Schedule		
Event	Dates	
Solicitation Release Date	August 3, 2023	
Pre-Proposal Conference 9:00 a.m., CST	August 15, 2023	
Deadline for Questions 12:00 p.m. CST	August 16, 2023	
Issuance of Addendum, or via Workday Strategic Sourcing (WSS) "Message Center", as applicable.	August 17, 2023	
Withdrawal of Solicitation (Same date as the due date/closing): 12:00 p.m., CST	August 24, 2023	
Solicitation Response Due Date/Closing Date: 12:00 p.m., CST	August 24, 2023	
Rates and Fee Schedules (Exhibit F) Due Date/Closing Date: 4:00p.m., CST, via Email to the Point of Contact (see Article 1.3) as part of Step 2	August 24, 2023	
Board of Trustees (BOT) Approval, as applicable	September 18, 2023	
Contract Award	September 29, 2023	
Anticipated Contract Start Date	October 2, 2023	

Note: The dates identified are a tentative schedule of events. ACC reserves the right to modify these dates at any time upon notice and at the discretion of ACC, which will be posted to its website, via addenda.

# ARTICLE 1.9 Pre-Proposal Conference

ACC will host an optional pre-proposal conference on Tuesday, August 15, 2023 at 9:00 a.m. CST on Zoom:

 Join Zoom Meeting (https://www.google.com/url?q=https://austincc.zoom.us/j/98431202772? pwd%3Dek1yeTIzc3dET1ZxTWIZYVRQMDEvdz09&sa=D&source=calendar&ust=1689785155069723&usg=AOvVaw1-Nd46R0T499\_x-megGC16) ID: 98431202772 Passcode: 786233

(US) +1 833-548-0276 (tel:8335480276,,98431202772#)

Passcode: 786233

Meeting host: kimberly.royal@austincc.edu (mailto:kimberly.royal@austincc.edu)

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Respondents may email questions for the conference to the Point of Contact (see Section 1.3) no later than five (5) days before the conference. ACC will allow respondents to submit written questions at the conference.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in the solicitation at <u>least 72 hours</u> before the meeting so appropriate arrangements can be made.

ACC will attempt to respond to questions at the conference, but responses are not official until posted in the official format on ACC's website. ACC reserves the right to amend answers before the proposal submission deadline.

# ARTICLE 2 - PROJECT OVERVIEW

# **ARTICLE 2.1 Mission Statement and Objective**

The primary mission of ACC's P2P Department is to acquire the highest quality of goods and services in a timely manner that provided the best value to ACC, and to assure that the procurement function is conducted for effective college operations and in accordance with applicable Federal and State laws, and ACC policies.

# ARTICLE 2.2 Mission Objectives

ACC's objectives of this solicitation are to issue one (1) or more contracts to a staffing agency (or agencies) to provide qualified temporary and/or direct hire personnel for ACC's Information Technology or ACC departments on an as/needed basis during the fiscal year 2024 and beyond, or until the proposed services are no longer ne

### ARTICLE 2.3 Description of Services/Scope of Work (SOW)/Specifications

Staffing services requests will be initiated through an ACC department for project-based needs, or to fill a full-time opening through a direct-hire option. The staffing agency will assist in the sourcing and recruiting process for a full-time opportunity at the College and will be paid a lump-sum recruiting fee for the proposed services. When applicable, ACC will issue equipment to contract employees. In these cases, firms must accept responsibility for distributing and returning necessary equipment and must accept liability for any damages or theft of

All contract employment must have a specified "employment term" (e.g. six [6] months). Staffing firms must agree to maintain the agreed contract rate for the duration of the employment term of the initial contract. ACC reserves the right to terminate contract employees at any time for any reason, including within the employment term. Such termination will end the term of that individual's employment with ACC and there will be no additional fees paid to the staffing agency for the position after termination. There will be no guarantee and therefore, should be no expectation that the agency, which provided a terminated employee has a right to backfill the terminated employee's position.

Current and former contract employees may choose to apply for posted jobs with ACC. Upon completion of the employment period, if a contract employee applies for and is selected for hire to an ACC staff/faculty position, ACC may hire that individual without restriction. Staffing firms must agree that this supersedes any and all non-compete agreements between associated parties; ACC, selected contract staffing agencies, and contract employees, and therefore agree to release all parties from associated non-compete agreements.

Staffing agencies must agree that in the event that ACC should opt to hire a contract employee prior to the end of the employment term. ACC will pay any and all commissions due to the staffing agency for the remainder of the contracted period. There will be no additional lump sum payment for contractor conversion

#### 2.3.2 Staffing Position Requirements

All respondents and the selected staffing agencies, must provide skilled workers in the following position, including but not limited to, the following:

- · Project/Program Manag
- Technical Engineers,
- Technical Analysts,
- IT Technicians,
- System Administrators,
- Managers, directors and other leadership roles,
- · Other roles as identified by ACC,

#### 2.3.3 Compliance with Staffing

The selected respondent(s)/staffing Agency(s) must comply with the following requirements for all staff position, and shall:

- Provide administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks, for all temporary employees provided within this contract.
- · Provide immediate access to reports measuring absenteeism, turnovers, overtime hours and payroll; or, any customized reports for each employee assigned to ACC.
- Ensure the position staff has the resources and knowledge to understand ACC's business, to ensure accurate evaluation of the staffing requirements and be able to respond quickly to the needs of the requesting department.
- Verify that personnel provided for assignment to ACC positions are fully documented and authorized to work in the United States. Such documentation shall be provided to ACC upon request to ensure ACC is not supplied with any unauthorized aliens.

### 2.3.4 Notification of Requesting Skilled Workers

At the appropriate time, ACC, in coordination with the selected respondent(s)/staffing agency(s), will identify the staffing needed for ACC's department. The selected respondent(s)/staffing agency(s), must

- Confirm its receipt of ACC notification, via email, and request including specific job duties and description.
- Responds within 48 hours upon receipt of notification and acknowledge receipt of reques
- Responds to requests within a timely manner for resumes which are compliant with the requested job duties and descriptions.
- · Provides a sufficient pool of resumes for ACC or recommend a candidate to address specific requested job duties and descriptions

# 2.3.5 Screening Selection of Skilled Workers

ACC department will initially screen the pool of resumes or qualifications of skilled worker candidates. The requesting ACC department, if necessary, will interview potential skilled workers, which will be conducted by the department manager or director. The selected respondent(s)/staffing agency(s), must conduct background checks to ensure the best qualified candidates are selected, to include but not limited to the following:

- a. Criminal history; and
- b. Evaluation of Experience and qualifications

# 2.3.6 Work Environment

ACC, in coordination with the selected respondent(s)/staffing agency(s), will ensure the individual job description specifies the work environment inclusive of time, schedule, reporting structure and location.

# ARTICLE 3 - SMALL LOCAL BUSINESS ENTERPRISES

# ARTICLE 3.1 Small Business Development Program (SBDP)

The Small Business Development Program (SBDP) was established to provide a race- and gender-neutral program for ACC District to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in District contracts for construction, architectural and engineering services, professional services, non-professional services, and commodities.

Pursuant to ACC's Board Policy CF (Local) ACC is committed to maximizing the vitality and robustness of the economy of the District's service area through enhanced opportunities for the utilization of Small Local Business Enterprises (SLBE) as defined within the SBDP

The respondent is required to use its best efforts to assist ACC in achieving this objective through providing maximum opportunities for SLBEs to participate on its team(s), and by using its best efforts to encourage the use of SLBEs by other vendors, suppliers, professionals, subcontractors, and sub-vendors when possible. Vendors are required to provide a plan describing their actions to utilize SLBEs in all phases of the contract.

Respondents may contact the SBDP Office at (512) 223-1039 for assistance or clarification with issues specifically related to ACC Policy, the completion of SLBE forms and related reports, by the terms of the contract, and/or by ACC Policy (See Exhibit B, SBDP Information). Vendors plan will be reviewed for the strength of proposed SLBE participation on respondent's team and plan to ensure compliance with SBDP by other firms performing on a project under respondent's supervision.

# ARTICLE 3.2 SLBE Participation

Provide a plan (see Exhibit B) describing the firm's good faith efforts to include and utilize SLBEs. The plan will be reviewed for the strength of proposed SLBE participation on respondent's team and to ensure compliance with SBDP by other firms performing on projects under respondent's supervision. The plan should include the proposed percentage of SLBE participation on the project. All respondents are encouraged to meet or exceed ACC's internal goal of 30% in all phases of the resulting contract.

During the term of the contract, ACC shall monitor SLBE Participation regularly, in accordance with the plan submitted by the selected respondent for a contract, to determine if the SLBE participation continues to meet or exceed provisions specified in the contract.

Accordingly, if the selected respondent is deemed to have not made a good faith effort to comply with the requirements of the original solicitation, resulting contract and/or the submitted SLBE Participation Plan, ACC shall report nonperformance relative to its contracts to the comptroller in accordance with its vendor performance tracking system (VPTS) of the Texas articipation Plan, ACC shall report nonperforment Code, Section 2262.055.

#### ARTICLE 4 - AWARD OF CONTRACT

It is the intent of ACC to award the contract to the qualified firm whose proposal, conforming to the conditions and requirements of the solicitation, is determined to offer the best value to ACC. The award shall not be made upon the opening of proposals but at a time as soon thereafter as may be necessary to evaluate proposals and to obtain Board of Trustee authorization, if required. The provisions, terms, and conditions of this solicitation shall become a part of any subsequent contractual documents. Failure of the successful respondents to accept this obligation may result in the cancellation of any recommendation to award.

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

#### ARTICLE 5 - Business Proposal

Please complete the following components of your bid submission included in this digital RFx event:

- Ouestionnaire
- Pricing worksheet
- Required documents:
  - 1. Completed and signed Certification Form (Exhibit A);
  - 2. Completed SBDP Forms (Exhibits B1, B2 and/or B3), as applicable (Forms 4-6 required only at contract award);
  - 3. Respondent's Affidavit of Non-Collusion (Exhibit C-1);
  - 4. Conflict of Interest Ouestionnaire (Exhibit C-2):
  - 5. Certification of Compliance with Provisions of the Texas Government Code, Sections 2271.002 and 2274.002 (Exhibit E);
  - 6. Proof of Insurability in accordance with ACC's Terms and Conditions set forth in this solicitation as:
    - Respondent must demonstrate they have the appropriate general liability insurance as set forth in ACC's Terms and Conditions. Specify the bond, professional liability, or comparable insurance coverage maintained by the company. Certification of bond, when the application must be presented within ten (10) calendar days of notification.
    - · Respondent must show evidence of possessing Workers' Compensation Insurance as required by law.
    - Verification that the firm has completed the online Vendor Registration with ACC on their portal link: https://austincc.edu/sbdpvendor and provided supporting documentation including but not limited to IRS W-9, Request for Taxpayer Identification Number and Certification (see www.irs.gov).
  - 7. Provide evidence of licensure by appropriate state board, if applicable

#### **ARTICLE 6 - Business Proposal Evaluation**

Proposals will be evaluated in accordance with Texas Education Code, Chapter 44, Subchapter B, Section 44.031(f), associated with the proposed services (or goods), as follows:

- An evaluation committee will conduct evaluations of the submitted proposals.
- Any response that takes exception to any mandatory item(s) in this solicitations process may be rejected and not considered. Any response to the solicitation that does not include a response to all the required information may also be rejected and not considered.
- A notation of "Not applicable" as appropriate will be considered a valid response.

#### Article 6.1 EVALUATION CRITERIA

ACC will evaluate proposals based on demonstrated competence and qualifications and the fairness and reasonableness of the price. To evaluate these criteria, ACC will consider the following factors:

- 1. Quality, reliability and successful experience of the respondent in providing the proposed services to other community colleges, institutions of higher education and other governmental and public entities, etc., (30%):
- 2. Quality of the respondent services defined and the extent to which services meets ACC's needs (20%);
- 3. Overall qualifications of the respondent's proposed staff (20%);
- 4. Quality and responsiveness of the submittal (10%); and,
- 5. STEP 2: Proposed cost/price of the proposed services (20%).

# ARTICLE 6.2 - SLBE Participation for Evaluations

In accordance with ACC's Board Policy CF (Local), ACC is committed to maximizing the vitality and robustness of the economy of the District's service area through enhanced opportunities for the utilization of SLBEs as defined within the SBDP.

ACC's internal goal for SBDP participation is 30% or more for all its contracts. All respondents have the opportunity to participate in the SBDP by maximizing inclusion of SLBEs; and are encouraged to make a good faith effort to assist ACC in achieving this objective through providing maximum opportunities through the use of SLBEs by other vendors, suppliers, professionals, and subcontractors when possible.

In conjunction with the criteria for evaluation, in this section, respondents will have the opportunity to receive **percentage points**, which are allocated and based on the respondent's submitted SLBE Participation Plan that will be considered in the selection of the best value respondent for the proposed contract services.

# ARTICLE 6.3 - Acceptance of Evaluation Methodology:

By submitting a proposal in response to the solicitation/RFx, the respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firms/respondents will require subjective judgments by the Owner.

BY SUBMITTING A RESPONSE TO THIS RFx, THE RESPONDENT (OR BIDDER) AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST ACC, ACC'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES AND MEMBERS OF ACC'S GOVERNING BODY, IN CONNECTION WITH OR ARISING OUT OF THIS RFx INCLUDING THE ADMINISTRATION OF THE RFX THE BASIS FOR SELECTION, THE EVALUATION OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF QUALIFICATIONS CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFX.

# ARTICLE 6.4 - Initial Compliance Screening

ACC will perform an initial screening of all proposals received. Unsigned proposals are subject to rejection without further evaluation. Proposals that do not include all required forms will result in automatic disqualification.

# ARTICLE 6.5 - Competitive Range Determinations

ACC may determine that certain proposals are within the competitive range for consideration for negotiation and possible contract award, for proposals that receive the highest or most satisfactory evaluation. ACC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

# ARTICLE 6.6 - Oral Presentations and/or Site Visits

ACC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents included in the competitive range. ACC will notify selected respondents of the time and location for these activities and may supply agendas or topics for discussion. ACC reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by ACC.

# ARTICLE 6.7 - Best and Final Offers

ACC may, but is not required to, permit proposals to prepare one or more revised offers. For this reason, respondents are encouraged to treat their original proposal, and any revised offers revised by ACC. as been set field in the form

# ARTICLE 6.8 - Clarifications of Proposal Responses

ACC may, but is not required to, conduct clarifications with all, some, or none of the respondents included in the competitive range for the purpose of obtaining the best value for

ACC. ACC may conduct clarification for the purpose of:

- · obtaining ambiguities within the respondent's proposal;
- · requesting written communication to clarify proposal submissions; and/or,
- requesting and obtaining a best and final offer (BAFO).

ACC will make awards that represents the best value to the College.

#### **ARTICLE 7 - Insurance Requirements**

Successful contractor shall procure and maintain at its own expense the following minimum insurance coverages insuring all services, work activities, and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to ACC.

#### ADTICLE 7.1 Comment Linkille, Tonument

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/completed operations aggregate \$1,000,000
- Personal injury liability \$1,000,000
- Fire damage liability \$50,000
- Medical payments \$5,000
- · Personal and advertising injury
- Sexual Molestation noted as not excluded from coverage, limits equal to policy limits.
- Consultant/Professional Liability Insurance limits \$1,000,000 occurrence/aggregate (for consultants/services).
- Automobile Liability Insurance, Combined Single Limit \$500,000 or as required by law.

### ARTICLE 7.2 - Workers' 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

### **ARTICLE 7.3 - An Original Certificate of Insurance**

Must be submitted from the insurer/agent prior to the issuance of the Notice to Proceed. The insurance carriers must be acceptable to ACC, generally an AM Best A- IX or better rating. The General Liability and Automobile Liability Certificate of Insurance must name Austin Community College District as an additional insured.

All certificates except Professional Liability shall include a Waiver of Subrogation for coverages. Vendors 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 canceled for non-payment of premium, in which case the notice shall be ten (10) days.

### ARTICLE 7.3.1

Vendor shall submit a properly endorsed Certificate of Insurance prior to any use of ACC facilities, work performed or services provided by Vendor under this Contract. Vendor must submit the Certificate of Insurance (COI) on an annual basis to ACC's Office of Risk Management via email at:

 $\bullet \quad accriskmgmt@austincc.edu \ (mailto:accriskmgmt@austincc.edu).$ 

Insurance carriers must be acceptable to ACC, with generally an AM Best A- IX or better rating. General Liability and Automobile Liability certificates of insurance must name Austin Community College District as additional insured. All certificates except Professional Liability shall include a Waiver of Subrogation for coverages in favor of Austin Community College District. Notice shall be provided to ACC of any changes in insurance carriers, policy effective dates, or agents 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.

# ARTICLE 7.3.2 [When applicable, or RESERVED]

Vendor shall carry Pollution Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

# ARTICLE 7.3.3

Vendor shall carry Errors and Omissions insurance with limits of \$1,000,000 for each occurrence and \$3,000,000 aggregate.

# ARTICLE 7.3.4

Vendor shall carry Sexual Misconduct and Liability insurance with limits of \$1,000,000 for each occurrence and \$3,000,000 aggregate. [OR] Vendor shall have coverage that does not exclude Sexual Molestation coverage with limits equal to policy limits.

ACC shall bear no financial responsibility for Contractor's insurance coverage.

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Terms of Participation

# RFP Documents

Review all documents before submitting proposal.

TYPE	TITLE	DESCRIPTION
	Exhibit A - Certification Form (/rfps/519120/downloads/5825982)  Exhibit A - Certification Form.pdf	
	Exhibit B - Small Business Development Program (SBDP) Policy Information (/rfps/519120/downloads/5825974)  Exhibit B - Small Business Development Program (SBDP) Policy Information.pdf	
1		