



INVITATION FOR BIDS

Austin Community College District invites qualified companies to submit bids to provide for complete Scott Air-Pak Systems, Replacement Parts and Required Upgrades for the ACC Fire Science Department

Invitation for Bids No. 340-10003CC

Bids must be submitted to:

Austin Community College
Purchasing Department
ACC Service Center
9101 Tuscany Way
Austin, Texas 78754

by no later than:

November 13, 2009, at 2:00 p.m., Central Time

Late bids will not be accepted.

Bids will be publicly opened in the Purchasing Department at the time and place indicated above. Bidders are encouraged to attend the bid opening.

Companies are encouraged to respond even if they do not wish to submit a bid. A "No Bid" is considered a response (*see* Exhibit C).

Bids may not be withdrawn for a period of ninety (90) days subsequent to the date and time for opening of bids without consent of the Director of Purchasing.

ACC reserves the right to accept or reject any or all bids, in whole or in part, to waive informalities or technicalities in the bids, to clarify any ambiguities, and to award items or groups of items as may be in the best interest of ACC.

S/S/

Reed Stoddard
Interim Director of Purchasing

Thursday, October 29, 2009
Issue Date

PURPOSE AND INTENT OF THE INVITATION FOR BIDS

Austin Community College District (ACC) is seeking bids from qualified contractors to provide complete Scott Air-Pak systems, replacement parts and required upgrades for the ACC Fire Science Department.

Key Event Dates

<u>Event</u>	<u>Date</u>
IFB Issue Date	<u>Thursday, October 29, 2009</u>
Advertise IFB	Thursday, October 29, 2009 Wednesday, November 4, 2009
Pre-Proposal Conference, if any	N/A
Deadline for Questions/Comments, as applicable	Thursday, November 5, 2009, noon
Issuance of Addendum, if any	Friday, November 6, 2009
Deadline for Bid Submission	<u>Friday, November 13, 2009, at 2:00pm</u>

PART I - INSTRUCTIONS TO BIDDERS

1.0 Advice

The department responsible for this process is the Purchasing Department located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC contact is Carol Crader, Buyer; telephone (512) 223-1041; fax (512) 223-1902; email: ccrader@austincc.edu. Prior to award, all questions must be directed to Carol Crader, Buyer.

2.0 Restrictions on Communications with College Staff

From the issue date of this Invitation for Bids (IFB) until a contract is selected and award is made, bidders may not communicate with any ACC administrator, faculty or staff, regarding the subject matter of this IFB, except:

- 2.1 the ACC contact named above;
- 2.2 a Purchasing Department official; or
- 2.3 others authorized in writing by the Director of Purchasing.

If a violation of this provision occurs, ACC reserves the right to reject the bid of the offending bidder.

3.0 Questions Regarding this IFB

Questions concerning this IFB must be submitted in writing to the ACC contact named in above, by no later than Thursday, November 5, 2009 by noon. If ACC determines that questions necessitate a change to this IFB, the change will be reduced to writing in the form of an addendum and posted on the ACC Purchasing website at:
<http://www.austincc.edu/purchase/advertisedbids.php>

4.0 Bidder Qualifications

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under Part III, Scope of Services.

5.0 Deviations from Specifications

The use of brand and manufacturer(s)' name(s) are for the purpose of brevity in establishing type, grade and quality of merchandise required and are not intended to be restrictive. Manufacturer, trade and/or brand name must be indicated for each article and, when omitted, ACC will consider the bid to be as specified.

Bidder may offer an equivalent product, but must demonstrate those features that render it equivalent by submitting illustrations and complete descriptions of items substituted including complete construction, manufacture and/or preparation specifications with the bid; otherwise, at ACC's sole discretion, the bid may not be considered for award. Final determination of product equivalency rests with ACC.

6.0 Form of Bid and Method of Submission

- 6.1 Electronically submitted responses (i.e., bids submitted by e-mail or by faxing) will not be accepted.
- 6.2 All bids must be submitted in one (1) original and two(2) copies.
- 6.3 Bids must be received by the deadline for submission in a sealed envelope clearly marked (type or block lettering only) with the firm name, return address, the IFB number and the bid opening date and time.
- 6.4 Bids not submitted as instructed may not be accepted. Amendments to bids, once filed, will only be accepted if they are submitted in a properly-identified, sealed envelope, prior to the bid opening date and time.

7.0 Receipt of Bids / Late Bids

- 7.1 It is the sole responsibility of the bidder to ensure timely delivery of its bid to the ACC Purchasing Department. ACC will not be responsible for failure of service or the part of the U.S. Postal Service, courier companies such as FedEx, UPS, or any other mode of delivery chosen by the bidder.
- 7.2 Bids received after the date and time specified shall be considered LATE and shall not be considered for award unless one or more of the following conditions exist:
 - 7.2.1 it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the bid by ACC; or
 - 7.2.2 only bid received.

8.0 Accuracy of Bid / Withdrawal Prior to Deadline for Submission

Bids shall represent a true and correct statement and shall contain no cause for claim of omission or error. Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by the bidder's authorized representative) at any time prior to the date and time for submission of bids. However no bid may be withdrawn for a period of ninety (90) days subsequent to the bid opening without the prior written approval of the Director of Purchasing.

9.0 Disclosure

Bidders shall note any and all relationships that might be a conflict of interest and include such information with the bid. (See Part II, Terms and Conditions, Conflict of Interest)

10.0 Disposition of Bids

All bids submitted pursuant to this IFB become the property of ACC and shall be disposed of in accordance with published retention schedules.

11.0 Prices

Prices shall be FOB AUSTIN COMMUNITY COLLEGE DISTRICT and shall include all charges associated with freight, shipping, handling, hazard fees, unloading, delivery, and all other elements of cost. Prices must be entered on Exhibit E, Bid Response, in ink or typed. In the event of a discrepancy between unit price and total price, unit price shall govern.

12.0 New and Unused

Unless specifically stated herein, all items provided shall be new and in first class condition.

13.0 Historically Underutilized Business (HUB)/Minority Business Provision

ACC Board Policy G-2 (*Purchasing*) states, in part: "General Objectives: To provide opportunities for individual vendors, contractors, historically underutilized businesses, and small/local businesses to compete for College purchases/contracts in a fair and competitive environment, and to create an open process for procurement through competition."

ACC and contractor shall comply with the HUB provisions of this contract.

14.0 Evaluation

Evaluation of the bids may take into account the following:

- 14.1 purchase price;
- 14.2 the reputation of the bidder based upon bidder's record of service directly with ACC and/or with other public, corporate or private businesses as indicated by bidder's references (*see Exhibit B*);
- 14.3 the ability of the bidder to meet the required qualifications;
- 14.4 the extent to which the bid complies with the requirements of this invitation for bids;
- 14.5 the extent to which bidder's services meet ACC's needs;
- 14.6 the impact on the ability of ACC to comply with laws and rules relating to historically underutilized businesses (*see Exhibit D*);
- 14.7 the total, long-term cost to ACC to acquire the services; and
- 14.8 delivery requirements

15.0 Award

- 15.1 It is the intent of ACC to award contract(s) to the qualified bidder(s) whose bid, conforming to the IFB, is determined to provide the best value to ACC.
- 15.2 Award shall not be made upon opening of the bids but at a time as soon thereafter as may be necessary to evaluate them and to obtain necessary authorization.
- 15.3 The provisions, terms and conditions of this IFB shall become those of the purchase order contract. Failure of the successful bidder(s) to accept this obligation may result in the cancellation of any recommendation to award.
- 15.4 Notwithstanding the above, this IFB does not commit ACC to contract for any requirements detailed herein.

16.0 Award Protest

Pursuant to Board of Trustee Policy G-2 (Purchasing) and Administrative Rule 7.02.001, the Purchasing Customer Handbook governs award protest. The Purchasing Customer Handbook is available on the ACC Purchasing Website at:

16.1 Rights

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

16.2 Notification

The protest shall be submitted in writing and received in the office of the Director of Purchasing within ten (10) calendar days after the aggrieved knows or should have known the facts giving rise thereto.

16.3 Resolution

The Director of Purchasing shall review and determine validity. If a mutual resolution is not made, then the protest shall be submitted to the Vice President of Business Services.

16.4 Authority

The Vice President of Business Services shall have the authority to take any action to resolve the protest and shall issue a determination relating to the protest stating:

16.4.1 the reasons for the action; and

16.4.2 the protestant's rights to appeal to the Board of Trustees.

17.0 Required Submissions

The following items must be submitted in and with the bid and on time:

- 17.1 A completed Exhibit A, Bidder's Disclaimer Statement.
- 17.2 A completed Exhibit B, References.
- 17.3 A completed Part IV, Certification.
- 17.4 A completed Exhibit D, HUB /Minority Subcontracting Plan.
- 17.5 A completed Exhibit E, Bid Response.

- 17.6 Proof of Insurability. All respondents to an ACC solicitation shall provide proof of insurability with their bid or proposal. Acceptable proof of insurability will be a certificate of insurance or letter from the insurance carrier (not an insurance agent).
- 17.7 Proof of bidder qualifications as stated in Part III, Scope of Services.
- 17.8 Completed IRS W-9 Form
- 17.9 Completed Vendor Application – Attachment 1

PART II - TERMS AND CONDITIONS

1.0 Applicability

These terms and conditions along with relevant sections of this IFB, are applicable to and shall form part of any contract executed or purchase order issued pursuant hereto. Purchases shall be put into effect by means of purchase orders or other suitable payment instruments authorized by the Director of Purchasing.

2.0 Prices and Escalation

2.1 Prices

Prices shall be FOB AUSTIN COMMUNITY COLLEGE DISTRICT and shall include all charges associated with freight, shipping, handling, hazard fees, unloading, delivery, and all other elements of cost. Prices must be entered on Exhibit E, Bid Response, in ink or typed. In the event of a discrepancy between unit price and total price, unit price shall govern.

2.2 Escalation

Prices shall remain firm during the initial term and for any renewal option taken; provided, however, that after the initial term, if an increase in manufacturer's prices shall substantially affect contract prices, the contractor may request an increase. The request shall be submitted in writing at least sixty (60) days prior to the requested increase date and shall be accompanied by a letter from the contractor and the manufacturer documenting the reason(s) for the request. ACC shall determine whether the request is reasonable and either grant the request, purchase from another source, or re-bid the contract.

3.0 Standards

3.1 New and Unused

All items provided shall be new and in first class condition.

3.2 Electrical

All equipment purchased hereunder shall conform to the standards of Underwriter's Laboratories, Inc., the National Electric Code (NEC), as applicable, and the American National Standard Institute, as applicable. Installation services, if any, shall comply with applicable codes of the City of Austin and standards set forth by Austin Community College Facilities & Operations Department.

4.0 Delivery, Inspection and Return

- 4.1 Time is of the essence in the performance of this contract. Failure to meet delivery requirements is a material breach of contract and a reason for cancellation.
- 4.2 All goods are subject to inspection and return at the sole expense of the contractor if found to be inferior to those specified.

5.0 Invoicing and Payment Terms

Invoices shall be submitted in one (1) original and one (1) copy and addressed to: Austin Community College, Accounts Payable, 9101 Tuscan Way, Austin, Texas 78754. Payment terms are Net 30 days. Invoices shall include: the purchase order number, itemization of charges and total amount due.

6.0 Term and Option to Renew

- 6.1 The initial term of an ACC contract is two (2) years beginning December 1, 2009 and ending on November 30, 2011.
- 6.2 Options to renew are at the sole discretion of ACC. Options available under this contract are as follows:

One additional two (2) year renewal ending on November 30, 2013 and one additional one (1) year renewal ending November 30, 2014.

7.0 Conflict of Interest

ACC Administrative Rule No. 7.02.001 (Purchasing G-2) states:

"No contract for the purchase of personal property or service shall be awarded to any [contractor] where the contract would violate the applicable state laws regarding conflicts of interest by elected or appointed public officers. Neither ACC trustees, employees, nor their spouses, shall accept gifts or entertainment from [contractors] of the College. The College shall not do business with any of its trustees, employees, or their spouses."

ACC and contractor will comply with ACC Administrative Rule No. 7.02.001 (Purchasing G-2).

8.0 Indemnification

The contractor shall save and hold harmless and indemnify ACC against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor.

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

9.0 Insurance Requirements

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.

- 9.1 General public liability insurance covering all duties, services, or work to be performed under the contract; for contracts up to \$100,000, insurance shall provide limits of \$1,000,000 each occurrence, \$500,000 products/completed operations aggregate, \$500,000 personal injury liability, \$50,000 property damage liability, \$5,000 medical payments coverage, \$1,000,000 policy aggregate
- 9.2 Automobile liability insurance \$250,000 per person, \$500,000 per accident for bodily injury, and \$100,000 per accident for property damage.
- 9.3 The contractor shall maintain Workers Compensation Insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease.
- 9.4 The contractor shall maintain Comprehensive Crime Policy for contractor employee theft of college assets in the amount of \$2,000,000 each occurrence; \$2,000,000 annual aggregate.
- 9.5 ACC shall have no responsibility of liability for such insurance coverage. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the College. All of these required policies must include a Waiver of Subrogation in favor of Austin Community College, its trustees and employees.
- 9.6 Contractor shall submit a properly endorsed Certificate of Insurance by no later than the tenth (10th) day after execution of the contract and prior to any payment being made to, or work performed by, the contractor. Each policy of insurance shall provide for thirty (30) days notice of cancellation to ACC and shall name ACC's Board of Trustees as additional insureds and include the following provision:

"It is a condition of this policy that the insurance carrier shall furnish written notice to the ACC Purchasing Department, 9101 Tuscany Way, Austin, Texas 78754, thirty (30) days in advance of the effective date of any reduction in, or cancellation of, this policy."

10.0 Extra Contractual Items and Services

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

11.0 Warranty

Except as expressly stated, at a minimum, the warranty for all items provided shall be manufacturer's minimum standard warranty unless otherwise agreed to in writing, prior to award. Contractor shall be an authorized distributor or manufacturer of the product(s) offered.

12.0 Contracts Subject to Uniform Commercial Code

Where applicable, contracts between a contractor and ACC shall adhere to the statutes set forth in the Uniform Commercial Code (Arts. 1-9) by the American Law Institute and National Conference of

Commissioners on Uniform State Laws (1992) and shall comply with V.A.T.S. Business and Commerce Code, Title 1, Chapters 1 through 9.

13.0 Contract Not a Guarantee of Purchase

This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

14.0 Non-Appropriation

This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit ACC's right to pursue and contract for alternative solutions and/or remedies as deemed necessary by ACC for the conduct of its affairs.

15.0 Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

16.0 Letters Patent and Copyright

In case items are protected by letters patent or under copyright, the contractor shall protect, defend, and hold ACC harmless from any claims involving an infringement thereof.

17.0 Laws, Statutes, and other Governmental Requirements

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

17.2 The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

17.3 The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

18.0 Hazardous Materials Provision

Prior to commencement of any delivery of supplies, equipment, or services, the contractor shall provide ACC with a list of any hazardous or nuisance materials to be used in the project or contained in the supplies and/or equipment to be provided, and shall provide all appropriate hazard information, including Material Safety Data Sheets. Contractor will maintain compliance with all federal, state and local regulatory requirements.

Furthermore, any contractor-generated waste will be the sole responsibility and cost of the contractor to remove and dispose of the waste in compliance with federal, state and local regulatory requirements.

Non-compliance may result in the contract being cancelled or in a reduction of the final payment for reimbursement to ACC for any cost incurred by ACC to maintain regulatory compliance.

19.0 Assignment

Neither this contract nor any duties or obligations herein shall be assignable without the prior written approval of the Director of Purchasing. In the case of the death of the contractor, if a sole proprietor, this contract may be terminated at ACC's discretion.

20.0 Bankruptcy

In the event that a voluntary petition is filed by the contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the contractor and is not discharged within a reasonable period of time, or if the contractor makes a general assignment for the benefit of creditors, ACC may terminate this contract without prejudice to any rights hereunder.

21.0 Taxes

ACC is exempt from all 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. To claim the benefit of this exemption, the vendor must comply with such procedures as may be prescribed by the State Comptroller of Public Accounts.

22.0 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after-the-fact, fire, communication line failures, power failures, tornadoes, earthquakes or other natural disasters.

23.0 Right to Cancel

ACC may cancel this contract at any time for a breach of any contractual obligation by providing the contractor with notice of such cancellation. Should ACC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

24.0 Termination for Default

ACC, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions of this contract. In case of default, ACC reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the 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.

25.0 Termination

25.1 Termination for Convenience

Either party may terminate this contract by providing the other party with a thirty (30) day written notice. 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

the contractor, the contractor shall either perform all approved work or shall reimburse ACC for payments already made to the contractor by ACC; such reimbursement shall be acceptable to ACC and shall be made within thirty (30) days of contractor's notice to terminate.

25.2 Termination upon Death

In the case of the death of the contractor, if sole proprietor, this contract may be terminated immediately at ACC's discretion.

25.3 Bankruptcy

Subject to Bankruptcy, *above*, adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.

26.0 Changes

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

27.0 Governing Law and Venue

This contract is governed by, and all dispute(s) between the parties shall be construed under, 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 Alternate Dispute Resolution has been exhausted.

28.0 Entire Agreement

This contract contains the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.

PART III – SCOPE OF SERVICES

- 1.0 Scope of Services** – The purpose of this IFB is to provide for complete Scott Air-Paks, replacement parts and upgrades for the ACC Fire Academy.

- 2.0 Elements of Equipment / Services** –
 - 2.1 Provide complete Scott Air-Paks, replacement parts and up-grades as requested.
(Exhibit E, Part A).
 - 2.2 Pricing for Additional Warranty Service for complete Scott Air-Paks.
(Exhibit E, Part B).

- 3.0 Delivery Specifications** – Delivery of the initial order listed in Exhibit E, Part A must be made by November 30,2009 to the following address:

ACC Fire Academy
Attn: Ken Goodenow
4800-F Shaw Lane
Austin, TX 78744

PART IV – CERTIFICATION

- 1.0 I certify that I have the authority to submit this bid and to execute a contract for the company whose name appears below.
- 2.0 I certify that this bid is submitted with all items required under Part I of the IFB.
- 3.0 I certify that this bid meets all the requirements of the IFB, that it shall remain firm for a period of ninety (90) days, and that I have read the terms and conditions and acknowledge that they shall be the terms and conditions of the purchase order contract awarded pursuant hereto.

Authorized Signature: _____

Print Name/Title: _____

Company Name: _____

Company Address: _____

Telephone: _____

E-Mail: _____

Date: _____

Federal Tax Identification No.: _____

**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.

FELONY CONVICTION NOTIFICATION

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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? _____

Please check corresponding box:

- | | | |
|---|-------------------------------|---------------------------------|
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Black American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Native American (Indian) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Woman (of any ethnicity) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |

REFERENCES

Submit three (3) references for which similar services have been performed.

1. Company Name: _____
Company Address: _____
Full Name & Title of Contact Person: _____
Phone Number: _____
Facsimile No.: _____
Email Address: _____

2. Company Name: _____
Company Address: _____
Full Name & Title of Contact Person: _____
Phone Number: _____
Facsimile No.: _____
Email Address: _____

3. Company Name: _____
Company Address: _____
Full Name & Title of Contact Person: _____
Phone Number: _____
Facsimile No.: _____
Email Address: _____

EXHIBIT D

HUB/MINORITY SUBCONTRACTING PLAN

Submit a separate form for each subcontractor or supplier.

If no subcontracting opportunities exist, state, "Not Applicable" on the first line, below and submit the completed form with your response.

Bidder Company Name: _____

Address: _____

Phone: _____ Bid No: (see above, right-hand side) _____

Description/Title of Bid: (see above right-hand side) _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone: _____ Is subcontractor a certified HUB? Yes No

If yes, enter HUB certificate no: _____

Describe work to be done: _____

Dollar amount of contract with subcontractor/supplier: \$ _____

Percentage amount of contract with subcontractor/supplier: % _____

Submit a separate form for each subcontractor/supplier.

Exhibit E

Bid Response

Part A – Pricing for Equipment & Replacement Parts

ITEM	INITIAL QUANTITY	LIST PRICE	% DISCOUNT	TOTAL COST
Scott Air-Paks 4.5 Air-Pak 75, CBRN/SH NxG7 w/E-Z Flow + Pak-Alert	10			
*Face Piece AV2000 or AV3000	10			
Air Cylinders – (HM) CYL & Valve/30Min	20			
**TOTAL COST OF INITIAL ORDER				

*Specific Face Piece Determined by ACC Fire Academy and must be ordered with a Purchase Order from ACC.

**For Deliver Specifications for Initial Order, see Part III, Section 3.0 (Page 12).

ITEM	LIST PRICE	% Discount
Air Cylinders – (HM) CYL & Valve/60Min		
Air Cylinders – (HM) CYL & Valve/90Min		
Additional Replacement and Related Parts	Provide List Prices as an Attachment to this Exhibit E Response	
Up-Grades	*	

***If unknown, provide % discount**

Part B – Additional Warranty Period (Beyond the Standard Manufacturer’s Warranty)

* This section is not used for evaluation purposes

Description	Pricing Structure
Additional Year (2 nd Year)	
Additional Years (3-5 Years)	

Bidder Name: _____

Attachment 1



Purchasing

Vendor Application

Please complete the following information and return to Austin Community College, Purchasing Department, 9101 Tuscan Way
Austin, Texas 78754, Phone (512) 223-1300, Fax (512) 223-1902
***Required fields must be completed in order to process application**

Please attach an IRS form W-9 and return it with this application.

*COMPANY NAME _____
COMPANY REPRESENTATIVE _____ *FEIN/SSN _____
*STREET ADDRESS/PO BOX _____
*CITY _____ *STATE _____ *ZIP _____
*PHONE (____) _____ *FAX (____) _____ OTHER (____) _____
*REMITTANCE ADDRESS & PHONE NUMBER _____
(if different from above) _____ *PHONE (____) _____
WEBSITE ADDRESS _____ EMAIL _____@_____

Please check all appropriate boxes in each section:

- *Application Set-up: New Vendor Request Information Change/Update Alternate Address/Phone Addition
- Business type: Sole Proprietorship Partnership Joint Venture Corporation Non-Profit
 Governmental Agency Educational Institution Professional Organization Dealer
 Manufacturer Jobber Retailer Publisher Small Business
- *Is your business currently certified as a Historically Underutilized Business (HUB)? Yes No
If yes, with whom? City of Austin Travis County Capital Metro State of Texas
Please indicate type: African-American Female (01) African-American Male (02) Hispanic Female (03)
 Hispanic Male (04) Asian Pacific Female (05) Asian Pacific Male (06) Native
American Female (07) Native American Male (08) Non-Minority Female (09)
Please attach a copy of your current certification.
- Do you accept purchase orders? Yes No Must a check accompany the purchase order? Yes No

Authorized Vendor Signature: _____ Title: _____
Printed Name: _____ Date: _____

FOR INTERNAL USE ONLY—DO NOT COMPLETE
VENDOR ID _____ DATE ENTERED _____ INITIALS _____