



INVITATION FOR BIDS

Austin Community College District invites qualified firms to submit bids to provide District Wide Pest Control Services.

Invitation for Bids No. 910-09042RW

Bids must be submitted to:

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

by no later than:

Thursday, November 24, 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Bids may not be withdrawn for a period of ninety (90) days subsequent to the date and time for opening of bids without consent of the Director of Purchasing.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.

Reed Stoddard
Assistant Director of Purchasing

October 28, 2009
Issue Date

PURPOSE AND INTENT OF THE INVITATION FOR BIDS

Austin Community College District (ACC) is seeking bids from qualified companies to provide Pest Control Services.

Key Event Dates	
<u>Event</u>	<u>Date</u>
IFB Issue Date	Wednesday, October 28, 2009
Advertise IFB	Friday, October 30, 2009 Tuesday, November 3, 2009
Deadline for Questions/Comments, as applicable	Tuesday, November 10, 2009; Noon
Issuance of Addendum, if required	Thursday, November 12, 2009
Deadline for Bid Submission	Tuesday, November 24, 2009; 2:00pm
Contract Award	On or about December 1, 2009

PART I - INSTRUCTIONS TO BIDDERS

1.0 Advice

The department responsible for this process is the Purchasing Department located at 9101 Tuscan Way, Austin, Texas, 78754. The ACC contact is Rodney Wheeler, Construction Buyer, telephone (512) 223-1056; fax (512) 223-1902; email: rwheeler@austincc.edu Prior to award, all questions must be directed to Mr. Wheeler.

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 SITE VISITS

A site visit of each location is recommended, but not mandatory. To perform a site visit, the respondent to the IFB shall contact the named point of contact for each site location listed in Exhibit E of this IFB to set up the visit place and time. Minimum twenty-four (24) hour advance notice is required.

4.0 Questions Regarding this IFB

Questions concerning this IFB must be submitted in writing to the ACC contact named in above, by no later than Tuesday, November 10, 2009, 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 by Thursday, November 12, 2009.

5.0 Bidder Qualifications

Bidder has been in the commercial structural pest control business for a minimum of five (5) years and maintains a current business license from the Texas Structural Pest Control Board. Provide documentation of applicable license, certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by ACC. ACC reserves the right to request documentation at any time during the service period.

6.0 Deviations from Specifications

- 6.1 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.
- 6.2 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.

7.0 Form of Bid and Method of Submission

- 7.1 Electronically submitted responses (i.e., bids submitted by e-mail or by faxing) will not be accepted.
- 7.2 All bids must be submitted in one (1) original and (2) copies. The original must be clearly marked. Note required submission items as listed in 18.0 below.
- 7.3 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.
- 7.4 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.

8.0 Receipt of Bids / Late Bids

- 8.1 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, DHL, or Airborne Express, or any other mode of delivery chosen by the bidder.

8.2 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:

8.2.1 it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the bid by ACC; or

8.2.2 only bid received.

9.0 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.

10.0 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, paragraph 7.0 Conflict of Interest)

11.0 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.

12.0 Prices

Prices shall be FOB DELIVERED 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.

13.0 New and Unused

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

14.0 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.

15.0 Evaluation

Evaluation of the bids may take into account the following:

15.1 purchase price;

15.2 the ability of the bidder to meet the required specifications;

15.3 the extent to which the bid complies with the requirements of this invitation for bids;

15.4 the impact on the ability of ACC to comply with laws and rules relating to historically underutilized businesses (*see Exhibit D*);

15.5 delivery requirements

16.0 Award

16.1 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.

16.2 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.

16.3 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.

16.4 Notwithstanding the above, this IFB does not commit ACC to contract for any requirements detailed herein.

17.0 Award Protest

Pursuant to Board of Trustee Policy G-2 (Purchasing) and Administrative Rule 7.02.001.

17.1 Rights

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

17.2 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.

17.3 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.

17.4 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:

17.4.1 the reasons for the action; and

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

18.0 Required Submissions

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

18.1 A completed Exhibit A, Bidder's Disclaimer Statement.

18.2 A completed Exhibit B, References

18.3 A completed Part IV, Certification.

18.4 A completed Exhibit D, HUB /Minority Subcontracting Plan.

18.5 A completed Exhibit E, Bid Response.

18.6 Bidder's written acknowledgement that they have read and understand the ACC EHS Contractor Safety page located at www.austincc.edu/ehs/contractorsafety.php

18.7 Bidder's copy of current "Commercial Applicators License".

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

Prices shall be FOB DESTINATION AUSTIN COMMUNITY COLLEGE DISTRICT and shall include all charges associated with freight, shipping, handling, hazard fees, unloading, delivery, and all other elements of cost.

3.0 Price Escalation / Decrease

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

4.0 Standards

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

5.0 Delivery, Inspection and Return

5.1 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.

5.2 All goods are subject to inspection and return at the sole expense of the contractor if found to be inferior to those specified.

6.0 Invoicing and Payment Terms

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

7.0 Term and Option to Renew

7.1 This contract shall have an initial term commencing on or about December 1, 2009 and ending on November 30, 2011.

7.2 ACC may, at its sole option and with the consent of the contractor, extend the contract for one (1) additional one-year period, up to three additional years maximum based on the continued performance of the Contractor. The maximum extension of the contract would be until November 30, 2014.

7.3 Extensions shall be subject to the terms and conditions of this contract and shall be put into effect by a written amendment executed by the parties.

8.0 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).

9.0 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.

10.0 Insurance Requirements

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

- 10.1 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
- 10.2 Automobile liability insurance shall provide Combined Single Limit \$500,000 or as required by law.
- 10.3 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.
- 10.4 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.

- 10.5 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 insured 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."

11.0 Extra Contractual Items and Services

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

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

18.0 Laws, Statutes, and other Governmental Requirements

- 18.1 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.
- 18.2 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.
- 18.3 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.

19.0 Regulatory Compliance

Contractor shall maintain compliance with all federal, state and local regulatory requirements and comply with the ACC Contractor Safety requirements..

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

26.1 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.

26.2 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.

27.0 Changes

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

28.0 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.

29.0 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 Service Requirements

- 1.1 Contractor shall provide barrier type pest control services for all ACC locations on a monthly basis. Pest control services shall serve to control mice, rats, wasps, ants, roaches, scorpions, spiders, crickets, and all other pests generally associated with facilities of the type owned and/or operated by ACC.
- 1.2 Treatment shall be guaranteed for thirty (30) calendar days following the monthly service, and “call backs” shall be performed at no additional charge within twenty-four (24) hours of notification, or at a time deemed acceptable by ACC.
- 1.3 ACC’s Contract Administrator will notify the contractor of any necessary “call backs” or when treatment is required inside an ACC facility. Where treatment is required inside buildings where ACC business or classes will be conducted within the minimum allowable reentry time for the product used, the contractor shall service the problem area within twenty-four (24) hours of notification, or at a time deemed acceptable by ACC. Contractor shall notify Contract Administrator of such re-entry time prior to proceeding with treatment.
- 1.4 Contractor is responsible for posting the required public notices in each building per ACC location prior to administering all pest control chemicals.
- 1.5 Upon completion of monthly pest control service at each location, contractor shall submit an “EPA Ticket” stating, (1) date of service, (2) products used, and (3) targeted pests, prior to leaving the location. Places to submit ticket will vary depending on the locations, and will be determined prior to the onset of the term of the contract.
- 1.6 Mechanical traps and/or glue boards shall be used for the control of mice and rats. Any substitute method for controlling rodents must be approved by the Contract Administrator prior to use.
- 1.7 Contractor shall conduct a pest control audit of all ACC locations indicated in Exhibit E, below, within sixty (60) days of notice of award by the ACC Purchasing Department. Recommendations for preventive maintenance and/or renovation that would serve to alleviate any current or potential pest problems within the college shall be substituted in writing to the Contract Administrator.
- 1.8 Pest control services shall be conducted once per month at the locations as listed on Exhibit E.
- 1.9 Contractor shall provide pest treatment services to ACC other than those listed on an as needed basis with a quote approved by ACC.

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? _____

Enter 5-digit certification number: _____

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 |

EXHIBIT B
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: _____

State company name for identification purposes:
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EXHIBIT C

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**

All Bidders MUST complete and submit this Exhibit E with their bid.

<u>ACC Campus or Location</u>	<u>Location Contact</u>	<u>Cost per Month</u>
1. Cypress Creek Campus (CYP) 1555 Cypress Creek Road Cedar Park, TX 78613	Linda Haywood 512-223-2002	_____
2. Eastview Campus (EVC) 3401 Webberville Road Austin, TX 78702	Juanita Mendez 512-223-5105	_____
3. Highland Business Center (HBC) 5930 Middle Fiskville Road Austin, TX 78752	Linda Morrison 512-223-7723	_____
4. Northridge Campus (NRG) 11928 Stonehollow Dr. Austin, TX 78758	Belvolyn Smith 512-223-4703	_____
5. Pinnacle Campus (PIN) 7748 Highway 290 West Austin, TX 78736	Judy Van Cleve 512-223-8102	_____
6. Rio Grande Campus (RGC) And Parking Garage and Annex 1212 Rio Grande Austin, TX 78701	Marilyn Lee-Taylor 512-223-3002	_____
7. Riverside Campus (RVS) 1020 Grove Blvd. Austin, TX 78741	Frank Taylor 512-223-6025	_____
8. South Austin Campus (SAC) And Parking Garage 1820 W. Stassney Lane Austin, TX 78745	Betsy Erwin 512-223-9104	_____
9. ACC Business Service Center (SVC) 9101 Tuscany Way Austin, TX 78754	Donna Caraway 512-223-1020	_____
10. ACC Service Center South (SCS) 701 E. Ben White Blvd. Austin, TX 78704	Donna Caraway 512-223-1020	_____
11. ACC Fire Academy (FTA) 4000-B Shaw Lane Austin, TX 78744	Kenneth Goodenow 512-223-9760	_____

Bidder's Company Name: _____

Signature: _____ Date: _____