Request for Proposals

Austin Community College District invites qualified a firm(s) to submit proposals for the following:

Financial Audit Services  
Request for Proposals No 946-15010VJ

All proposals must be submitted to:

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

by no later than:

Thursday, July 2, 2015, at 2:00 p.m., Central Time

On the date and at the time for submission of proposals, responses will be opened and identified by Proposer name; however, proposals will not be read aloud.

Proposals that arrive after the date and time for submission of proposals will be rejected.

Firms are encouraged to respond even if they do not wish to submit a response. A “No offer” is considered a response (see Exhibit C).

Proposals may not be withdrawn for a period of one hundred twenty (120) days subsequent to the date and time for submission without the consent of the Director of Procurement & Materials Management.

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

_________________________________________    ______________________________
Anthony Owens                                Thursday, June 11, 2015
Director of Procurement & Materials Management Issue Date
Intent of the Request for Proposals

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms to provide Financial Audit Services.

College Information

ACC is a two-year community college providing university transfer, workforce training, continuing education and adult basic education opportunities. In Fall 2014 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 the fall semester of 1973. Today, the college functions as an independent institution and operates eleven campuses throughout Greater Austin, two Business Services Centers, as well as 40 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, and most of Travis, Bastrop and parts of Fayette, 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

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PART I – PROPOSAL REQUIREMENTS

1.0 Instructions to Proposers

1.1 Advice

The department responsible for this RFP is the Purchasing Department located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC contact for this RFP is Vickie Johnson, Buyer; telephone (512) 223-1043; fax (512) 223-1902; email: vjohnso2@austincc.edu. All questions and/or comments, prior to award, must be directed to Ms. Johnson.

1.2 Restrictions on Communications with College Staff

From the issue date of this RFP until contract award is made, Proposers are not allowed to communicate about the subject of this RFP with any ACC administrator, faculty, staff, or members of the Board of Trustees except:

1.2.1 The ACC contact named in Advice, above;
1.2.2 ACC representatives authorized in writing by the Director of Procurement & Materials Management;
1.2.3 ACC representatives during a pre-proposal conference, if any;
1.2.4 ACC representatives during presentations, if any.

If a violation of this provision occurs, ACC reserves the right to reject the proposal submitted by the offending Proposer.

1.3 Deadline for Questions or Comments

Questions or comments concerning this RFP must be submitted in writing to the ACC contact named in section 1.1, Advice, by no later than the date and time indicated in Key Event Dates on page 2, above. If ACC in its sole discretion determines that questions necessitate a change to this RFP, the change will be reduced to writing in the form of an addendum and published on the ACC Purchasing Department website at: http://www.austincc.edu/purchase/advertisedbids.php

1.4 Form of Proposal and Method of Submission

Electronically submitted proposals are not acceptable. All proposals must be submitted in one (1) original clearly marked as ORIGINAL, ten (10) copies, and an electronic copy of the completed proposal, including any separate pricing, submitted on a DVD/CD or flash drive. Any submitted electronic media must be clearly marked with the name of the Proposer and the RFP number. Requested copies are for use by the evaluation committee. Proposals must be received by the deadline for submission of proposals in a sealed envelope clearly marked (type or block lettering only) with the firm name, return address, the RFP number and the closing date and time.

Proposals not submitted as instructed may not be accepted. Amendments to proposals, once filed, may only be submitted in a properly-identified, sealed envelope, prior to the date and time for submission of proposals.

1.5 Receipt of Proposals / Late Proposals

1.5.1 It is the sole responsibility of the Proposer to ensure timely delivery of its proposal to the ACC Purchasing Department. ACC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other mode of delivery chosen by the Proposer.
1.5.2 Proposals received after the date and time specified for submission of proposals shall be considered late and shall not be considered for award, unless it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the proposal by ACC. It is the responsibility of the Proposer to ensure that their proposal arrives at the proper location by the date and time indicated in the solicitation.

1.6 Accuracy of Proposal

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

1.7 Withdrawal of Proposal Prior to Deadline for Submission of Proposals

Proposals may be withdrawn in writing or by facsimile at any time prior to the hour of closing, provided that the facsimile is signed and dated of the Proposer’s authorized representative. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the closing without the prior written approval of the Director of Procurement & Materials Management.

1.8 Disclosure

Proposers shall note any and all relationships that might be a conflict of interest and include such information with the proposal. *(See Part II, Contract Terms and Conditions)*

1.9 Costs for Responding

All cost(s) directly or indirectly related to preparation of a response to the RFP, and any oral presentation required supplementing and/or clarifying a proposal shall be the sole responsibility of and shall be borne by each Proposer.

1.10 Proposer Response, Texas Public Information Act and Proprietary Information

1.10.1 This RFP specifies the format, required information, and general content of proposals submitted in response to this RFP.

1.10.2 The Purchasing Department will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Department, ACC’s administrative staff, and the members of the evaluating committee; provided however, that if Board of Trustee authorization is required, the departments' recommendation for award will be published as an agenda item.

1.10.3 ACC is a public institution and subject to the Texas Public Information Act (Texas Government Code Chapter 552). Any information submitted to ACC is presumed to be public information and available to the public. Any information or materials submitted to ACC that is considered by the Proposer to be confidential must be clearly marked “CONFIDENTIAL,” “TRADE SECRET,” or “PROPRIETARY.” If an outside individual or entity requests review or copies of the information so marked, ACC will advise the Proposer of the request. If requested by the Proposer, ACC will request an Open Records Decision from the Attorney General’s Office of the State of Texas. The Proposer shall be responsible for substantiating the confidentiality of the information or materials requested.

1.11 Small Business Development Program

1.11.1 Pursuant to ACC’s Board Policy G-2, Sections D through F, ACC is committed to maximize the vitality and robustness of the economy of the College’s service area through enhanced opportunities for the utilization of Small Local Business Enterprises as defined within that Small Business Development Program. The vendor is required to use its best efforts to assist ACC in achieving this objective through providing maximum opportunities for Small Local Business Enterprises to participate on its team, and by using its best efforts to encourage the maximum use of Small and Local Business Enterprises and Emerging Small and Local Business Enterprises (SLBE / ESLBE) by other vendors, suppliers, professionals, subcontractors and sub-vendors when possible. Vendors may
contact the Small Business Development (“SBD”) Office, at 512-666-3438 ext. 103; Justin Jones, Justin.jones@tegteam.com for assistance or clarification with issues specifically related to ACC’s policy, the completion of SLBE / ESLBE forms and related reports as specified by the SBD Office, by the terms of the contract, and/or by ACC Board Policy G-2 Section E. See Exhibit D

1.11.2 Vendors are required to provide a plan describing the Vendor’s actions to encourage and utilize SLBE/ESLBEs in all phases of the contract. Vendor’s plan will be reviewed for strength of proposed SLBE and ESLBE participation on Respondent’s team and plan to ensure compliance with Small Business Development Program by other firms performing on this project under Respondent’s supervision.

1.11.3 All SBDP forms must be completed and submitted with the proposal. Failure to fully complete the forms or failure to submit the forms as required will result in the proposal being deemed non-responsive to this provision and the proposal will not be evaluated. See Exhibit D

1.12 Disposition of Proposals

All proposals become the property of Austin Community College District. The successful proposal may be incorporated into the resulting contract by reference. Disposition of unsuccessful proposals will be processed in accordance with ACC records policy.

1.13 Alternate Proposals

Proposers, who wish to do so, may submit alternate proposals. If more than one proposal is submitted, however, each proposal must be complete (i.e., separate and separately submitted), and must comply with the instructions set forth in this RFP. Each proposal will be evaluated on its own merits.

1.14 Rejection of Proposals

In addition to those stated elsewhere in this RFP, grounds for the rejection of proposals include, but shall not be limited to:

1.14.1 Failure of a proposal to conform to the essential requirements of the RFP.

1.14.2 An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Proposer’s liability to ACC in any contract awarded on the basis of such solicitation.

1.14.3 Failure of the Proposer to certify the RFP.

1.15 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

1.16 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Proposer or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this provision, ACC shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.17 Publicity Releases

Proposer shall not refer to award of the contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by ACC.
1.18 Security and Integrity of Data

In case the Proposer gains access to data, files, and or other materials (collectively referred to as "data") that are the property of ACC, the Proposer shall preserve the safety, security and integrity of the data, and shall ensure the confidentiality, sensitivity, privilege and privacy of all data.

1.19 Award of Contract

1.19.1 Award shall not be made upon opening of the proposals but at a time as soon thereafter as may be necessary to evaluate proposals and to obtain Board of Trustee authorization, if required.

1.19.2 The provisions, terms and conditions of this RFP shall become a part of any subsequent contractual documents. Failure of the successful Proposer to accept this obligation may result in the cancellation of any recommendation to award.

1.19.3 It is the intent of ACC to award the contract to the qualified Proposer whose proposal, conforming to the conditions and requirements of the RFP, is determined to offer the best value to ACC.

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

1.20 Award Protest

Pursuant to the Purchasing Customer Handbook governs award protest. The Purchasing Customer Handbook is available on the ACC Purchasing Website at:

http://www.austincc.edu/purchase/docs/handbook_revision9_11.pdf

1.20.1 Rights
Any Proposer who is aggrieved in connection with this procurement may protest to the Director of Procurement & Materials Management.

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

1.20.3 Resolution
The Director of Procurement & Materials Management shall review and determine validity. If a mutual resolution is not made, then the protest shall be submitted to the Executive Vice President of Finance and Administration.

1.20.4 Authority
The College President or his designee shall have the final authority for determination and take any action to resolve a protest appeal.

2.0 Required Format and Content of the Proposal

Proposals shall be prepared simply and economically, providing a description of the Proposer’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

Each original and copy of the proposal shall be bound in a single volume and labeled in such a manner that each and every page will be identifiable as to Proposer name. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.

Proposals shall include the following information in tabbed sections, as follows:
2.1 **TAB 1**: Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the Proposer. It shall include:

2.1.1 A statement summarizing Proposer's understanding of the work to be performed hereunder;

2.1.2 A statement acknowledging any addenda issued to this RFP by ACC.

2.1.3 A statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and candidate interviews.

2.1.4 A statement regarding any deviations from, or exceptions to, this RFP, and justification therefore. A proposal response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

2.2 **TAB 2**: Required Documentation

- Exhibit A, Bidder’s Disclaimer Statement, signed and completed
- Exhibit B, Completed references, (see also Tab 4, 2.4.3);
- Part IV Certification, signed and completed;
- Completed SBDP Forms A-F (Forms G-I required only at Contract Award), see Exhibit D, Page 23
- Proof of Insurability in accordance with Part II, Terms and Conditions; acceptable proof of insurability will be a certificate of insurance or letter from the insurance carrier (not an insurance agent).
- Exhibit F, Vendor Application Form, signed and completed;
- IRS W-9, Request for Taxpayer Identification Number and Certification, completed and signed (See [www.irs.gov](http://www.irs.gov))
- Three years of financial statements are to be provided in a separate, sealed envelope, marked as “Confidential,” including, but not limited to, detailed balance sheets and income and cash flow statements; and submitted in proposal marked as “ORIGINAL” only
- Provide evidence of licensure from the State Board of Public Accountancy.
- Exhibit E, See Tab 7 for submittal instructions

2.3 **TAB 3**: Proposer Qualifications

The purpose of the qualifications section is to determine whether the Proposer meets the minimum requirements necessary to provide the services which are the subject of this RFP.

2.3.1 Proposer Qualifications

2.3.1.1 The successful Proposer must furnish certification of authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof. However, the Proposer need not be registered as a prerequisite for responding to the RFP.

2.3.1.2 The Proposer must not have had a contract terminated for cause with any customers within the last twenty-four (24) months.

2.3.1.3 Proposer must be in good standing with the Better Business Bureau (BBB), if applicable. (Proposer does not need to be a member of the BBB in order to submit a proposal.)

2.3.1.4 Proposer shall disclose any lawsuits in which the Proposer is or was a party, for the preceding five (5) years, and the resulting outcomes. If Proposer becomes a party of any lawsuit within 60 days after proposal submission, the Proposer must notify ACC immediately. (See Tab 2.5 Litigation, below)

2.3.1.5 Proposer must not have filed bankruptcy within in the past ten (10) years.

2.3.1.6 Proposer’s current employees shall have passed all background investigations, including a criminal investigation. Awarded Proposer will receive random audit to determine compliance.
2.3.1.7 Proposer must show evidence of possessing Worker’s Compensation Insurance as required by law.
2.3.1.8 All participants must have the appropriate general liability insurance as set forth in Part II, Terms and Conditions, Section 11.0 Insurance Requirements
2.3.1.9 Firm must be licensed by the State Board of Public Accountancy.
2.3.1.10 Proposer must disclose and provide the status of any disciplinary action taken against the firm, either through the State Board of Public Accountancy or The American Institute of Certified Public Accountants (AICPA).

2.4 **TAB 4:** Business Organization, Executive Summary and Proposal Overview

2.4.1 Firm ownership and organization: State the firm name. Give the firm’s principal address and the satellite office(s) from which services under this contract will be conducted (if any). Provide company background and information. Provide the names of contact persons principally responsible for providing the requested services, their phone numbers and office addresses. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address. Identify parent company if you are a subsidiary.

2.4.2 Record of Service – Provide details of your experience demonstrating your ability to successfully provide the service proposed. Describe experience in completing similar auditing services. Do not include experience prior to 2005. Provide specific projects and related responsibilities. Describe the experience of the firm in providing the requested services to public sector entities of similar size and type.

2.4.3 References – Proposer must provide six (6) references for which similar services are currently being performed or have been performed. References must include the name of the company/entity, length of service, contact person, present address, phone/fax numbers, and a valid email address. Experience providing similar services to higher education entities is preferred but not mandatory. References will be checked by ACC prior to recommendation for award. (See Exhibit B, References)

2.4.4 Customer Service

2.4.4.1 Describe your strategy for delivering a high level of customer service.
2.4.4.2 Describe how you will handle complaints, comments, or suggestions received.
2.4.4.3 Describe how your firm is staffed and managed for these types of services.
2.4.4.4 Describe any unique qualifications for performing these types of services.
2.4.4.5 Provide evidence that the firm has had a satisfactory quality control review in the past three years.
2.4.4.6 Provide a brief narrative on the procedures for working with and sharing information with successive auditors.

2.4.5 Condense and highlight the contents of the proposal in such a way as to give the evaluation committee a complete understanding of your firm’s proposal.

2.5 **TAB 5:** Litigation

2.5.1 Is your firm a party, in any capacity, to any current, actual or pending litigation within the past six years? If yes, provide the details of the litigation and explain in detail.

2.5.2 Within the last six years, has your firm, any predecessor of your firm, or any member of your firm been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

2.5.3 If your firm becomes a party, in any capacity, to any type of litigation, within sixty (60) days after proposal submission, proposer must notify ACC immediately.
2.6  **TAB 6: Services Defined**

2.6.1 Fully describe the services your firm will provide to ACC (see Part III, Scope of Services) and your firm's methodology for those services. Include detailed information regarding your firm's controls relevant to the confidentiality, sensitivity, privilege and privacy of employee information, and controls to protect the security and integrity of ACC data in accordance with Part I.

2.6.2 Describe proposed project organization, including the identification of key personnel and their assigned tasks, responsibilities for the proposed plan; describe the experience and education of key personnel; include any relevant continuing education in their profession. In addition, provide the following:

2.6.2.1 Identify the key personnel and subcontractors who would be directly involved in providing services under the engagement. Explain the roles and responsibilities that each will be providing under the contract.

2.6.2.2 Describe their relationship with the firm, the role they would play in this engagement, their experience in providing the requested services, specifically within the public sector, and their years of service with the firm. Include resumes of proposed key personnel.

2.6.2.3 Provide information pertaining to the qualifications, certification and continuing education of proposed key personnel.

2.6.2.4 Provide a statement if there has been any turnover of key personnel in the firm or additions to staff in the past year.

2.6.3 Provide a brief description of the methodology to be used and the circumstances under which audit staff assigned to this project can be changed. **NOTE:** ACC reserves the right to accept or reject any audit staff replacements. ACC also reserves the right to approve any sub-contracting firms.

2.6.4 Provide an explanation as to what degree the firm relies on audit sampling and analytical testing and what types of analytical tests will be used.

2.6.5 Provide a brief narrative on the procedures for working and sharing information with successive auditors.

2.6.6 Provide a detailed description of the planned audit approach. Include a timeline for completion of each phase of the requested services.

2.6.7 Include samples of reports and describe their frequency.

2.6.8 Describe the process the firm would go through to assist in identifying applicable industry benchmarks.

2.6.9 Describe the types of benchmarks that would be included in the performance reports.

2.6.10 Provide information on the retention of audit information and reports.

2.6.11 Provide an estimated timetable for interim and year-end fieldwork.

2.7  **TAB 7: Rates, Fees for Services and All Other Elements of Cost**

2.7.1 Exhibit E, Cost of Services, page 25 and other elements of cost for completion of all services as outlined in Part III – Scope of Services. Costs such as printing / copying, travel costs, etc. are to be included in one single service line item and inserted in Tab 7.

2.7.2 Professional Services WILL NOT be required to be performed under the contract. Professional services are defined in the Texas Government Code (Professional Services Procurement Act or PSPA), Chapter 2254. Professional Services in the PSPA include but are not limited to accounting, architecture, professional engineering, certified public accountant, etc.
2.8 **TAB 8:** Additional Requirements and Information.

2.8.1 Contractor shall ensure that their employees adhere to all federal, state and municipal laws and ordinances, and all College policies and procedures, as well as other guidelines and rules of regulating agencies or entities having jurisdiction of College activities in providing the services.

2.8.2 Contractor shall provide services and complete work as described in the RFP and as offered, and ensure that Contractor employees follow ACC policies and procedures as they relate to employee’s standard of conduct.

2.8.3 Insert completed CIQ document if applicable. **Form CIQ, Conflict of Interest Questionnaire for Vendor or Other Person Doing Business with Local Government Entity.** Form can be found at the following: [https://www.ethics.state.tx.us/forms/CIQ.pdf](https://www.ethics.state.tx.us/forms/CIQ.pdf)

2.9 Proposers shall provide any additional information that you believe should be considered when evaluating your company’s proposal including optional service levels, expanded services, expanded offerings or other capabilities. The proposer may present any appropriate, creative approaches or supporting documentation that would be pertinent to this RFP and the requested services.

### 3.0 Evaluation

3.1 Proposals will be evaluated utilizing an evaluation committee comprised of ACC staff

3.2 Optional Interviews. A group of evaluators may conduct interviews with each finalist to clarify information and to further understand the scope of work the contractor proposes. Invitations for interviews and questions or concerns that need to be addressed during the interview will be provided by ACC.

3.3 Any response that takes exception to any mandatory item(s) in this Proposal process may be rejected and not considered. Any response to the RFP that does not include a response to all the required information may be rejected and not considered. A notation of “Not applicable” as appropriate will be considered a valid response.

3.4 Proposals will be evaluated using the criteria and weights listed below:

3.4.1 Responsiveness to the RFP, communication of understanding the needs and services required, and sample reports; **Maximum 10%**

3.4.2 Professional experience and qualifications of the firm and of the individuals assigned to provide services under the contract; Past project compliance (as supported by references and other documentation) with economic inclusion provisions including compliance with commercial non-discrimination policies and compliance with participation requirements for including all segments of the business community, including, but not limited to, Disadvantaged Business Enterprises (DBEs), Minority and Women Owned Business Enterprises (M/WBEs), Historically Underutilized Businesses (HUBS), Small Business Enterprises (SBEs) and Small Local Business Enterprises (SLBEs). Preference will be given to a local firm, that can offer superior services, as outlined in Part III - Scope of Services. **Maximum 50%**

3.4.3 Experience, ability and methodology of firm to provide the customer service response needed throughout the term of the contract. **Maximum 15%**

3.4.4 References – references demonstrating related prior experience with organizations, Public governments, and Public Institutions of higher education of similar size. Experience with public institutions of higher education of similar size of school district are preferred and will be highly considered; **Maximum 15%**

3.4.5 and, the consideration of price. **Maximum 10 %**
3.5 The ACC Purchasing Department reserves the right to contact any contractor, at any time, to clarify, verify or request information with regard to any proposal.
PART II - CONTRACT TERMS AND CONDITIONS

1.0 Applicability

These terms and conditions are applicable to and shall form a part of any contract executed pursuant hereto.

2.0 Term of Contract

2.1 The effective date of the contract shall be the date the contract is executed.

2.2 The contract shall have an initial term ending on August 31, 2018.

2.3 As applicable, ACC may, at its sole option and with the consent of the contractor, extend the contract for two (2) additional, one-year periods, having termination dates of August 31, 2019, and August 31, 2020, respectively.

2.4 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 prior to termination.

3.0 Compensation and Method of Payment

3.1 Compensation

3.1.1 The contractor shall be compensated for satisfactory services provided in accordance with prices submitted and accepted pursuant to contractor’s RFP.

3.1.2 ACC will issue a blanket purchase order to the Contractor for coverage of payments for services provided during the ACC fiscal year (September to August). The Contractor will reference the blanket purchase order (BPO) number on all statements and invoices presented to the college for payment.

3.2 Method of Payment

3.2.1 Upon satisfactory completion of work, contractor shall submit invoices in one (1) original and one (1) copy and addressed to: Austin Community College, Accounts Payable Department, 9101 Tuscany Way, Austin, Texas 78754. Payment terms are Net 30 days. Invoices shall include: the contract number, the purchase order number, a complete description of services performed, and a list of additional work performed. Invoices submitted without this information may not be paid.

3.2.2 The cash discount period, if any, will begin on the date the correct invoice, as accompanied by required supporting documents, is received by the Accounts Payable Department.

3.2.3 Should ACC elect from time-to-time, to make payment by credit card (MasterCard) no fee associated therewith shall be charges to ACC by contractor.

3.3 Escalation (Reserved)

4.0 Small Business Development Program (SBDP)

ACC Board Policy G-2 (Purchasing) states, in part: “General Objectives: [3] To create an open and competitive process for procurement, allowing vendors from all segments of the community to compete for College purchases/contracts in a fair and transparent environment. [4] To contribute to the economic vitality of the community served by the College by encouraging the formation, growth, and maximum utilization of Small Local Business Enterprise vendors, herein defined.”

ACC and contractor shall comply with the SBDP provisions of this contract.
5.0 Contracts Subject to Texas Business and Commerce Code

Where applicable, contracts between a contractor and ACC shall adhere to the statutes set forth in the Texas Business and Commerce Code (Chapters 1-9 and 11) of the Texas Constitution and Statutes.

6.0 Laws, Statutes, and Other Governmental Requirements

6.1 The Contractor shall procure all necessary certificates, 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.

6.2 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.

6.3 The 83rd Legislature under SB 1368 amended Section 2252.907 of the Texas Government Code, requires a contract involving the exchange or creation of public information, as defined by Section 552.002, contain a provision that requires the vendor to make the information not otherwise excepted from disclosure under Chapter 552 available in a specific format that is agreed upon in the contract and accessible by the public.

6.3.1 Contractor is required to make any information created or exchanged with ACC pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to ACC.

6.3.2 Prior to award, ACC will provide the specific format by which the Contractor is required to make the information accessible by the public.

7.0 Taxes

The purchase, lease, rental, storage, use or other consumption of tangible personal property, for the performance of work hereunder is exempted from state and local tax pursuant to the provisions of Article 20.04(Y) of the Texas Limited Sales Excise and Use Tax Act. 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.

8.0 Conflict of Interest

No contract for the purchase of personal property or service shall be awarded to any vendor where the contract would violate the applicable state laws and ACC’s policies and regulations regarding conflicts of interest. ACC trustees, employees, and their spouses, are prohibited from accepting gifts or entertainment from vendors of ACC. Additionally, ACC is prohibited from entering into any contract and shall not do business with any of its trustees, its employees, or their spouses.

9.0 Extra Contractual 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 contractor's then-prevailing prices; provided, however, that such prices are deemed reasonable by ACC.
10.0 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 any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, 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.

11.0 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. The minimum insurance requirements are published on the ACC website at:


11.1 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.

11.2 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.

12.0 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.

13.0 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.

14.0 Bankruptcy

The Director of Procurement & Materials Management may terminate this contract for non-performance, as determined by ACC for such causes as:

14.1 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.

14.2 The Director of Procurement & Materials Management may terminate this contract for non-performance, as determined by the College for such causes at:

14.2.1 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 proceedings filed by or against Contractor thereunder.
14.2.2 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.

14.2.3 Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, of if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

15.0 Termination

15.1 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.

15.2 Termination for Convenience

The performance of work, services, or provisions of goods under this contract may be terminated by ACC in accordance with this clause in whole or, from time-to-time, in part, whenever ACC shall determine that such termination is in the best interest of ACC. Any such termination shall be effected by delivery by ACC to Contractor, a Notice of Termination, specifying the extent to which performance of the work under this agreement is terminated and the date upon which termination becomes effective.

15.3 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.

16.0 Suspension

ACC shall also have the right to suspend the contract upon written notice to the contractor. Such written notice shall state the reason(s) for suspension and allow for a period of ten (10) days during which the contractor shall be provided with an opportunity to respond to the notice of suspension, or shall undertake any reasonable remedial action required by ACC. If, in the opinion of ACC, the contractor remains in violation of this contract at the completion of the ten (10) day suspension period, ACC shall have the right to terminate this contract, whereupon all obligations of ACC to the contractor shall cease.

17.0 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event ACC prevails, the contractor agrees to pay all expenses of such action, including attorneys’ fees and costs at all stages of litigation.

18.0 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.
19.0 Assignment

This contract nor any duties or obligations herein shall be assignable without the prior written approval of the ACC Director of Procurement & Materials Management.

20.0 Contract Changes

No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and the Director of Procurement & Materials Management, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.

21.0 Dispute Resolution

The parties hereto shall attempt to resolve any controversy or claim arising from any contractual matter by non-binding mediation. The parties will agree on a mediator and shall share equally in the costs assigned thereto.

22.0 Governing Law and Venue

This contract shall be construed in and governed under and by the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Travis County, Texas, only after the parties have jointly participated in a non-binding mediation session.

23.0 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

AUSTIN COMMUNITY COLLEGE DISTRICT (ACC) is soliciting proposals from qualified firms to provide financial auditing services.

1.0 Background, Goals and Objectives:

1.1 The services to be provided under these specifications are to be performed by an independent, certified accounting firm. Services may include major programs including Title IV student aid programs (PELL, SEOG, and College Work study). Other types of audits and services to be contracted include, but not limited to, operational audits, compliance audits and investigational audits.

1.2 Historical and demographic information about ACC can be viewed by accessing the link below to the ACC Fact Book:

ACC prior year reports can be found at:
http://www.austincc.edu/busdept/budget/statements/htm

2.0 Services to be Performed by Contractor:

2.1 Audit the Comprehensive Annual Financial Report (CAFR) in accordance with Government Auditing Standards, and any other authoritative pronouncements which may be deemed applicable, to ensure conformity with generally accepted accounting principles (GAAP).

2.2 Perform single audit of Federal and State programs in accordance with the Single Audit Act under OMB Circular A-133 guidelines and the State of Texas Single Audit Circular.

2.3 Review content and format of CAFR (see 2.1 above) for compliance with reporting requirements of Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program and the Texas Higher Education Coordinating Board.

2.4 Issue Independent Auditor’s Report on basic financial statements and required reports related to Federal and State single audits.

2.5 Issue a Management Letter addressing internal control systems and procedures.

2.6 Complete all fieldwork and issue all required reports no later than December 1st. This will ensure timely reporting to the Board of Trustees in December and submittal of the CAFR (see 2.1 above) to the State by January 1st, as required by State statute. In the performance of these audit services, the selected firm must comply with the independence standards and all other standards promulgated by any other authoritative body, as applicable to the performance of independent audit services.

2.7 During the term of the Financial Audit Services contract, ACC may utilize the firm for guidance on tax, compliance, other non-audit consultation matters; or other services which may be required for an ACC bond offering. In addition, at its discretion, ACC may request the firm to provide assistance with the preparation of designated aspects of the annual report or the analysis of new accounting standards or pronouncements. Other services that may be covered under the contract include, but are not limited to, evaluation of internal control, evaluation of software systems, evaluation of the internal audit function, accounting/financial advice, operational audits, efficiency audits, compliance audits and investigative audits. These services would be on as-as-requested basis by ACC and fees for such services will be based on established hourly rates.

2.8 The Contractor will be required to provide a presentation of the annual report to the ACC Board of Trustees in December.
3.0 ACC responsibilities regarding financial statements include preparing all schedules, notes, and statements, including the final Comprehensive Annual Financial Report. The college also prints, binds and duplicates the CAFR.
PART IV – CERTIFICATION

1.0 I hereby certify that I am authorized by the company whose name appears on this Certification, to submit this proposal and to execute a contract on behalf of said company.

2.0 I certify that this proposal is submitted with all items required under Part I of the Request for Proposal.

3.0 I certify that this proposal meets all the requirements of the proposal, that it shall remain firm for a period of one hundred twenty (120) 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 ID Number:_______________________________________________________

Duns Number:_________________________________________________________
Exhibit A
BIDDER'S DISCLAIMER STATEMENT

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Austin Community College that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01 (3) of the Texas Penal Code, or anything of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Community College concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders and so further certifies and represents that Bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer anything of pecuniary benefit or any other thing of value to any officer, trustee, agent or employee of the Austin Community College in return for the person having exercised the person’s official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Community College in connection with information regarding this bid, the submission of this bid, the award of this bid or the delivery or sale pursuant to this bid.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

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

COMPANY NAME: ________________________________

ADDRESS: ____________________________________________

CITY, STATE, ZIP:________________________ PHONE: ________________________

SIGNATURE OF COMPANY OFFICIAL: ______________________________

PRIN 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:
☐ Hispanic American ☐ Male ☐ Female
☐ Black American ☐ Male ☐ Female
☐ Asian Pacific American ☐ Male ☐ Female
☐ Native American (Indian) ☐ Male ☐ Female
☐ Woman (of any ethnicity) ☐ Male ☐ Female
☐ Texas Veteran ☐ Male ☐ Female
☐ Disabled Texas Vet ☐ Male ☐ Female
# Exhibit B

## References

This Exhibit B must be completed and submitted with the proposal. Indicate six (6) references in accordance with RFP, Part I.

1. **Company Name:** 
   **Contact Person:**
   **Title:**
   **E-Mail Address:**
   **Phone/Fax Number:**
   **Address:**

2. **Company Name:**
   **Contact Person:**
   **Title:**
   **E-Mail Address:**
   **Phone/Fax Number:**
   **Address:**

3. **Company Name:**
   **Contact Person:**
   **Title:**
   **E-Mail Address:**
   **Phone/Fax Number:**
   **Address:**

Vendor Name: ___________________________________________________________
Exhibit B

References (Continued)

4. Company Name: __________________________________________________________
   Contact Person: __________________________________________________________
   Title: _________________________________________________________________
   E-Mail Address: _________________________________________________________
   Phone/Fax Number: _____________________________________________________
   Address: _______________________________________________________________

5. Company Name: _________________________________________________________
   Contact Person: _________________________________________________________
   Title: _________________________________________________________________
   E-Mail Address: _________________________________________________________
   Phone/Fax Number: _____________________________________________________
   Address: _______________________________________________________________

6. Company Name: _________________________________________________________
   Contact Person: _________________________________________________________
   Title: _________________________________________________________________
   E-Mail Address: _________________________________________________________
   Phone/Fax Number: _____________________________________________________
   Address: _______________________________________________________________

Vendor Name: ____________________________________________________________
Exhibit C

No Offer Response

If your firm is unable to submit an offer at this time, please provide the information requested in the space provided below and return it, prior to the RFP Closing date and time, to:

Austin Community College Purchasing Department
9101 Tuscany Way
Austin, Texas 78754
512-223-1902 fax

I/WE DID NOT SUBMIT AN OFFER FOR THE FOLLOWING REASONS:
(Please place an X by all the reasons that apply)

1. ☐ Do not supply the requested service.
2. ☐ Scope of job is TOO SMALL to be supplied by my company.
3. ☐ Scope of job is TOO LARGE to be supplied by my company.
4. ☐ Specifications are “too constrictive” or appear to be written for a specific firm.
5. ☐ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. ☐ Other reasons: ____________________________
   ____________________________
   ____________________________
   ____________________________
   ____________________________

BY:

AUTHORIZED SIGNATURE DATE

PRINTED NAME & TITLE: ____________________________

PHONE NO.: ____________________________

COMPANY NAME: ____________________________

FAX NO.: ____________________________
Exhibit D

ACC Small Business Development (SBD) Program

Purpose:

The purpose of this Small Business division is to provide a race-and-gender-neutral procurement tool for the Austin Community College 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.

The Small Business Development Program (SBDP) also furthers the District’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, small business enterprises and local business enterprises. This policy is, in part, intended to further the District’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in District contracts. Moreover, the SBDP provides additional avenues for the development of new capacity and new sources of competition for District contracts from the growing pool of small and locally based businesses.

Definitions:

1. Small Local Business Enterprise (SLBE) – An independently owned firm that is not dominant in its industry and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

2. Emerging Small Local Business Enterprise (ESLBE) - An emerging firm that meets all qualifications of a Small Local Business Enterprise, and:
   - Has been in existence for at least one (1) year but is less than five (5) years old;
   - Has no more than five (5) full-time and part-time employees;
   - Annual gross sales as averaged over the life of the firm are less than $1 million.

3. Joint Venture (JV) – An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint Ventures must be established by written agreement. Joint Ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts limits imposed by this section. However, each individual business participating in the joint venture must be certified by the SLBD Program as an SBE. This definition is subsumed within the definition of Small Local Business Enterprises.

Section G-2 Purchasing:

For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) or Emerging Small Local Business Enterprise (ESLBE) with the SBD Program, upon its submission of a completed certification form (SLBE / ESLBE), supporting documentation, and a signed and notarized affidavit affirming that it meets all of the SLBE / ESLBE eligibility criteria as set forth below:

1. An independently owned and operated for-profit business concern that:
   a. Is headquartered or otherwise located at a fixed, established commercial address located in the Austin-Round Rock-San Marcos MSA; and maintains a significant employee presence (currently 25% of total employee count)
   b. Has been in operations for at least one (1) year;
   c. Is not a subsidiary of another business;
   d. Is not dominant in its field of operation
   e. Whose owners are actively involved in day-to-day management and control of the business, and;
   f. Is performing a commercially useful function.
Exhibit D

Small Business Development Program (Continued)

2. It meets the size standard eligibility requirements for Small Business Enterprises and defined below:

Construction and specialty trade firms have not employed more than fifty (50) full-time and part-time persons at any time during the last three (3) years, and that gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of $9.125 million in its most recently completed three (3) fiscal years. If a business has not existed for three (3) years, the employment and gross revenue limits described above shall be applied upon the annual averages not to exceed three (3) years.

Once the gross annual revenues of a business exceed the three-year (3) average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the Program. The size standards in annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions.

Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the SBD Program as an SLBE in order for the joint venture to receive the benefits of the SBD Program. This definition is subsumed within the definition of Small Local Business Enterprises.

Submission of Forms

1. The following forms are to be included in the bid / proposal submission:

   - Form A – SLBE Participation Commitment Form
   - Form B – SLBE Statement of Intent
   - Form C – SLBE Participation Affidavit
   - Form D – SLBE Contact Summary
   - Form E – Commercial Non-Discrimination Affidavit
   - Form F – SLBE Misrepresentation Affidavit

2. The following forms are required to be submitted only **After** a contract is awarded:

   - Form G – SLBE Subcontractor Utilization Form (Summary & Detail)
   - Form H – SLBE Participation Waiver Request
   - Form I – SLBE Unavailability Form

3. SBDP Forms can be found at:

## Exhibit D

**Small Business Development Program (Continued)**

### Eligibility Requirements by Category:

<table>
<thead>
<tr>
<th>Certification Categories</th>
<th>Certification Criteria</th>
<th>Annual Gross Revenue (AGR) Limits:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Small Local Business Enterprise (SLBE)</strong></td>
<td>o Located in Austin-Round Rock-San Marcos MSA (Travis, Williamson, Hays, Caldwell, and Bastrop)</td>
<td>o $9.125 million for Construction &amp; Specialty Trade firms</td>
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<tr>
<td></td>
<td>o For profit, independently owned and operated</td>
<td>o $3.750 million for Architectural &amp; Engineering firms</td>
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<td>o Not a subsidiary of another business</td>
<td>o $1.875 million for Landscaping and other professional service firms</td>
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<td></td>
<td>o One year in business</td>
<td>o $1.875 million for Goods &amp; Services</td>
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<tr>
<td></td>
<td>o No more than fifty (50) full-time employees</td>
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<td>o Significant employee presence in the MSA (25% of total employee headcount)</td>
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<td></td>
<td>o Documentation of three (3) years average annual gross revenues</td>
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<tr>
<td><strong>Emerging SLBE (ESLBE)</strong></td>
<td>All of the above for SLBE plus:</td>
<td>o $1 million for Construction &amp; Specialty Trade firms</td>
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<td></td>
<td>o One year in business</td>
<td>o $1 million for Architectural &amp; Engineering firms</td>
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<tr>
<td></td>
<td>o No more than five (5) full-time employees</td>
<td>o $1 million for Landscaping and other professional services</td>
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<td>o Significant present in the MSA (25% of total employee headcount)</td>
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<td>o Documentation of three (3) year average annual gross revenues</td>
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<td>o No more than five (5) years in operation</td>
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<tr>
<td><strong>Joint Venture (JV)</strong></td>
<td>o Certified on a bid-by-bid basis</td>
<td>o Not subject to annual gross revenues and employee limits; however, each individual business participating in the joint venture must be certified by the SBDP Office as an SLBE</td>
</tr>
</tbody>
</table>

The Small Business Development Program forms may be downloaded and printed by accessing the following link:

Exhibit E

Cost of Services

Rates/Fees offered below shall be inclusive of all costs including but not limited to printing, copying, travel, labor, materials, supervision, etc. for providing services as outlined in Part III, Scope of Services.

1. CAFR Audit Service Fixed Fee $__________

2. Single Audit Services (Federal & State) Fixed Fee/per Audit $__________

<table>
<thead>
<tr>
<th>Name</th>
<th>Titles</th>
<th>Billable Rate per Hour</th>
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<tbody>
<tr>
<td>3. Report Services Cost under Tab 7, Section 7.1 Exhibit E, Page 26</td>
<td></td>
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<tr>
<td>4. Additional Services Cost under Tab 7, Exhibit E, Page 26</td>
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</tbody>
</table>

Vendor Name: ____________________________________________
Please complete the following information and return to Austin Community College District, Purchasing Department, 9101 Tuscany Way, Austin, Texas 78754, Phone (512) 223-1300, Fax (512) 223-1902

*Required fields must be completed in order to process a business application

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

NOTE: For an individual, do not complete the business/company fields on either document.

*COMPANY ____________________________________________________________

* PERSON’S NAME ____________________________________________________

*FEIN/SSN ________________________ COMPANY REPRESENTATIVE ________________

*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:

1. *Application Set-up: ☐ New Vendor Request ☐ Individual - non-business
   ☐ Information Change/Update ☐ Alternate Address/Phone Addition

2. Business type: ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Non-Profit
   ☐ Governmental Agency ☐ Educational Institution ☐ Professional Organization ☐ Dealer
   ☐ Manufacturer ☐ Jobber ☐ Retailer ☐ Publisher ☐ Small Business

3. *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.

4. Do you accept purchase orders? ☐ Yes ☐ No ☐   Must a check accompany the purchase order? ☐ Yes ☐ No

*Authorized Signature ______________________________________________*Title ______________________

*Printed Name __________________________________________________*Date ________________

-----------------------------------------------------------------------------------FOR INTERNAL USE ONLY – DO NOT COMPLETE-----------------------------------------------------------------------------------

VENDER ID ______________________ DATE ENTERED ___________________ INITIALS __________