



SOLICITATION NO. B080022-VC

**MAINTENANCE FOR FUJITSU, KODAK, PANASONIC &
CANON SCANNERS**

DOCUMENTS ARE DUE PRIOR TO:

Nov 19, 2007 2:00:00 PM CST

LATE BIDS WILL BE RETURNED UNOPENED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

DOCUMENTS MAY BE MAILED OR DELIVERED TO :

Travis County Purchasing Office
314 W. 11th St. Room 400
Austin TX 78701

Bids will be opened publicly and read in the Office of the Travis County Purchasing Agent. If mailed or delivered in person, write the bid number on the envelope in the lower left corner.

Time Critical Bid/Proposal Deliveries: Travis County does not guarantee that any bid/proposal sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically or in person.

Bid B080022-VC MAINTENANCE FOR FUJITSU, KODAK, PANASONIC & CANON SCANNERS

Bid Number	B080022-VC
Bid Title	MAINTENANCE FOR FUJITSU, KODAK, PANASONIC & CANON SCANNERS
Bid Start Date	Oct 31, 2007 12:58:16 PM CDT
Bid End Date	Nov 19, 2007 2:00:00 PM CST
Question & Answer End Date	Nov 14, 2007 11:30:00 AM CST
Bid Contact	Vic Chanmugam, C.P.M. Purchasing Agent Assistant IV Purchasing 512-854-9451 vic.chanmugam@co.travis.tx.us
Contract Duration	1 year
Contract Renewal	3 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Nov 13, 2007 10:00:00 AM CST Attendance is optional Location: Purchasing Office Conference Room, 314 West 11th Street, Room 400 Austin Texas 78701
Standard Disclaimer	Unless otherwise noted, there is no fee charged to the vendor to participate in an electronic solicitation done by Travis County. Travis County reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept the bid which, in its discretion, is in the best interest of Travis County.
Bid Comments	<p>1. SCOPE OF CONTRACT: This is a firm fixed-price contract calling for delivery of the products or services identified in the Item Response Form at the stated prices submitted by the bidder. Upon acceptance of a bid by Travis County Commissioners Court and issuance of a Contract Award by the Travis County Purchasing Agent, Bidder shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. While Vendors are encouraged to bid on all items listed in the Item Response Form, they may elect to bid on a "Group" basis, depending on the qualifications and training received by their technicians. Travis County reserves the right to award on an "all or none" basis; or by group basis or by individual line item basis; to reject any or all bids, in whole or in part, to waive any informality in any bid and to accept the bid which in its discretion, is in the best interest of Travis County.</p> <p>2. TERM OF CONTRACT: The contract term shall be for a twelve (12) month period commencing upon award by the Travis County Commissioners Court or December 1, 2007, whichever is later, with three (3) twelve (12) month options to extend, subject to approval of the Commissioners Court.</p> <p>3. OPTION TO EXTEND: County may unilaterally extend this Contract for (i) three (3) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90)</p>

days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

4. METHOD OF AWARD: Award, if any, will be made to the responsible bidder submitting the lowest bid price for the item(s) as specified in the Item Response Form and meeting all the requirements of this Invitation for Bid. Travis County reserves the right to award on an "all or none", by "group" basis, or by "individual line item" basis.

5. CONTRACT ADMINISTRATOR: For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, the County department named below shall act as contract administrator on behalf of Travis County:

Information and Telecommunications Systems
Attn.: Walter LaGrone
509 W. 11th Street
Austin, Texas 78701
512-854-4890

6. EQUIPMENT COVERED: Equipment which is initially included under this contract is listed in the Item Response Form. During the course of this contract, it may become necessary from time to time to make modifications, i.e., deletions or additions to the equipment listed in the Item Response Form. As equipment deletions or additions occur, Travis County will provide the contractor with a modification to the contract which will update contractor with model, serial number and location.

7. QUALITY OF PARTS TO BE FURNISHED: Parts furnished by the contractor shall meet or exceed the quality of the part furnished on the original piece of equipment. However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item. The burden of proof and cost of analysis rests with the contractor.

SPECIFICATIONS:

1. SCOPE OF WORK: Contractor shall provide maintenance service for Fujitsu, Kodak, Panasonic and/or Cannon scanners on an as needed basis and perform preventive maintenance/cleanings as specified in the Item Response Form. Bidder must be qualified to perform repair and maintenance services to Fujitsu, Kodak, Panasonic and/or Cannon scanning equipment. All parts must be Original Equipment Manufacturers (OEM) or certified equivalent. If Bidder is not the equipment manufacturer, proof of equivalent training and/or certifications on equipment specified in this bid shall be provided with bid response and include names of technicians. Bidder will ensure that only trained technicians will provide maintenance and repair services on the equipment for which they are trained or certified. Bidder shall use any and all diagnostic tools future and current in performing maintenance under this contract. The bidder shall be responsible for all such costs. The Contractor shall be on-site to respond to a service call and provide the necessary services within four hours of a call from Travis County with regard to this contract. There are special requirements listed below for Group 3 - Kodak scanners and Group 4 - Panasonic scanners which are used for election duty. If any election scanner cannot be restored to service within 8 hours, a loan scanner shall be provided by the vendor, until such time as the original scanner can be returned for service. The vendor must have a local inventory of parts or 24 hour access to all parts. Compliance with the foregoing sentence shall be determined solely by County. Maintenance is to be performed Monday through Friday from 8:00 a.m. till 5:00 p.m., excluding Travis County Holidays listed in the General Provisions of Invitation for Bids (IFB), Item Number 34.

In the event that the technician is unable to satisfactorily resolve the problem and scanner downtime continues, either because of the lack of the requisite spare parts from the manufacturer or for any other reason, the contractor shall supply and install a "loan" scanner until such time as the requisite parts are supplied and installed

and/or the scanner becomes operational. The "loan" or replacement scanner needs to be operational within the four hour window specified above.

On-site maintenance services will include all parts, labor and travel for the equipment listed.

2. PREVENTATIVE MAINTENANCE: On-site preventative maintenance shall include cleaning of the unit and replacement of consumable parts. Preventative Maintenance shall be performed Monday through Friday from 8:00 a.m. till 5:00 p.m., excluding Travis County Holidays listed in the General Provisions of Invitations for Bids (IFB), Item Number 34. The number of PM's required by the manufacturer for each machine will be specified in the description of each Group on the Bid Response. Preventative maintenance on-site, includes the replacement of the full maintenance kit when scheduled. (Maintenance Kit to be furnished by Travis County.) Cleanings shall be performed once a quarter on each scanner or when a service call is placed by Travis County with regard to this contract

3. TECHNICIAN TRAINING: If Bidder is not the equipment manufacturer, proof of equivalent training on equipment specified in this bid must be provided with bid response and include names of technicians. Bidder must use any and all diagnostic tools future and current in performing maintenance under this contract. The bidder will be responsible for all such costs. Proof of training shall include, but not be limited to, documented training certificate of all technicians proposed to work on this contract, documented references with contact names, telephone numbers.

4. SCANNER SERVICE LOG: For each scanner maintained under this contract, the Contractor shall maintain at each scanner location, a Vendor Scanner Service Log in a plastic pouch. This Log shall consist of the following details:

- (a) the date Scanner serviced,
- (b) start time and end time of service,
- (c) brief description of service performed,
- (d) whether follow up action is required,
- (e) the name of the technician performing the service, and
- (f) a column for the initials or name of the county employee validating that the services were performed.

Failure of the Contractor to maintain the scanner service logs and to obtain the signature of the county employee validating the service could be used as an indicator to the county that the service was or was not satisfactorily performed.

5. ELECTION SCANNERS: Scanners in Groups 3 (Kodak) & 4 (Panasonic) are used by Travis County for election purposes. These scanners are required to have additional pre-election cleanings in addition to the on-site preventative maintenance specified in the paragraphs above. These pre-election cleanings will need to be separately scheduled by the County Clerk's Department before each election and will be paid for separately by that Department at the prices bid. The number of elections varies from year to year. During the election period, these scanners require a maximum of 2 hours response and 12 hour x 7 day coverage. There must be a replacement scanner provided if the inoperable scanner requiring repairs/maintenance is not operational within 2 hours of receiving the request for service. The peak use of these scanners begins 60 days before the election day and continues until 10 days after the election.

6. ELECTION SCHEDULE FOR 2008

Tuesday, March 04, 2008 -- Primary Election

- Early In Person Voting Begins: Tuesday, February 19, 2008

- Early In Person Voting Ends: Friday, February 29, 2008

Tuesday, April 08, 2008 -- Primary Runoff Election

- Early In Person Voting Begins: Monday, March 31, 2008

- Early In Person Voting Ends: Friday, April 04, 2008

Saturday, May 10, 2008 -- Joint General & Special Elections

- Early In Person Voting Begins: Monday, April 28, 2008

- Early In Person Voting Ends: Tuesday, May 06, 2008

Saturday, June 14, 2008 -- Local Runoff Elections

- Early In Person Voting Begins: Monday, June 2, 2008

- Early In Person Voting Ends: Tuesday, June 10, 2008

Tuesday, November 04, 2008 -- Presidential Election

- Early In Person Voting Begins: Monday, October 20, 2008
- Early In Person Voting Ends: Friday, October 31, 2008

Item Response Form

Item B080022-VC-1-01 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4860C
Serial No: 020072
District Clerk, attn: Burnett Treat
Room 106, Court House
1000 Guadalupe St.

Item B080022-VC-1-02 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4860C
Serial No: 010096
District Clerk, attn: Burnett Treat
Room 106, Court House
1000 Guadalupe St.

Item B080022-VC-1-03 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4860C
Serial No: 600073
District Clerk, attn: Burnett Treat
Room 106, Court House
1000 Guadalupe St.

Item B080022-VC-1-04 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4860C
Serial No: 010086
District Clerk, attn: Burnett Treat,
Room 106, Court House
1000 Guadalupe St.

Item B080022-VC-1-05 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4860C
Serial No: 600039
District Clerk, attn: Burnett Treat
Room 106, Court House
1000 Guadalupe St.

Item B080022-VC-1-06 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4350C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
DC DISTRICT CLERK
 1000 GUADALUPE
 COURTHOUSE, ROOM 302
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4350C
 Serial No: 000445
 District Clerk, attn: Burnett Treat
 Room 302, Court House
 1000 Guadalupe St.

Item B080022-VC-1-07 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4120C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
DC DISTRICT CLERK
 1000 GUADALUPE
 COURTHOUSE, ROOM 302
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4120C
 Serial No: 630775
 District Clerk, attn: Burnett Treat
 Room 302, Court House
 1000 Guadalupe St.

Item B080022-VC-1-08 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4530C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
 -
 - TX -
 Qty 1

Description
 Model No: 4530C
 Serial No: 003320
 District Clerk, attn: Burnett Treat
 Room 305, Court House

1000 Guadalupe St.

Item B080022-VC-1-09 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4530C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
AI AS INDICATED BELOW
-
- TX -
Qty 1

Description
Model No: 4530C
Serial No: 003317
District Clerk, attn: Burnett Treat
Room 305, Court House
1000 Guadalupe St.

Item B080022-VC-1-10 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4530C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
2C COUNTY CLERK - ADMIN
1000 GUADALUPE, ROOM 222
COURTHOUSE
AUSTIN TX 78701
Qty 1

Description
Model No: 4530C
Serial No: 000728
District Clerk, attn: Burnett Treat
Room 305, Court House
1000 Guadalupe St.

Item B080022-VC-1-11 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4097D

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
Z4 TNR ADMINISTRATION
411 WEST 13TH STREET
8TH FLOOR

AUSTIN TX 78701
Qty 1

Description
Model No: 4097D
Serial No: 519171
TNR, attn: Robert Glasper
411 W 13th Street, 8th Floor

Item B080022-VC-1-12 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4340C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
IT ITS - INFO TELECOM SYS
ADMINISTRATION
314 W 11TH ST, SUITE 550
AUSTIN TX 78701
Qty 1

Description
Model No: 4340C
Serial No: 603131
Attn: Brenda Spiker
ITS Grainger Bldg
314 West 11th Street, Rm 550

Item B080022-VC-1-13 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4340C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
IT ITS - INFO TELECOM SYS
ADMINISTRATION
314 W 11TH ST, SUITE 550
AUSTIN TX 78701
Qty 1

Description
Model No: 4340C
Serial No: 604784
attn: Lynn Harper
ITS Grainger Bldg
314 West 11th Street, Rm 535

Item B080022-VC-1-14 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4860C

On-site maintenance services will include all parts, labor, and travel for the

Lot Description equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
D8 DISTRICT CLERK CRIMINAL
 CRIMINAL JUSTICE BLDG
 509 WEST 11TH, STE 1.4
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4860C
 Serial No: 000150
 District Clerk attn: Burnett Treat
 Criminal Justice Center
 509 W 11th Street, Ste 1.4

Item B080022-VC-1-15 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner FI4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
2C COUNTY CLERK - ADMIN
 1000 GUADALUPE, ROOM 222
 COURTHOUSE
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4860C
 Serial No: 10195
 County Clerk
 Courthouse
 1000 Guadalupe St. Rm 222

Item B080022-VC-1-16 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner FI4860C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
IT ITS - INFO TELECOM SYS
 ADMINISTRATION
 314 W 11TH ST, SUITE 550
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4860C
 Serial No: 72
 ITS, Granger Building
 314, West 11th Street, Rm 550

Item B080022-VC-1-17 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance for Fujitsu Scanner 4340C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
2C COUNTY CLERK - ADMIN
 1000 GUADALUPE, ROOM 222
 COURTHOUSE
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4340C
 Serial No: 803797
 County Clerk, Probate
 Courthouse
 1000 Guadalupe St. Rm 222

Item B080022-VC-1-18 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance of Fujitsu Scanner 4340C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
2C COUNTY CLERK - ADMIN
 1000 GUADALUPE, ROOM 222
 COURTHOUSE
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4340C
 Serial No: 803941
 County Clerk, Probate
 Courthouse
 1000 Guadalupe St. Rm 222

Item B080022-VC-1-19 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance of Fujitsu Scanner 4340C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
2C COUNTY CLERK - ADMIN
 1000 GUADALUPE, ROOM 222
 COURTHOUSE

AUSTIN TX 78701
Qty 1

Description
Model No: 4340C
Serial No: 804104
County Clerk, Probate
Courthouse
1000 Guadalupe St. Rm 222

Item B080022-VC-1-20 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 1): Maintenance of Fujitsu Scanner FI 5350w

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
DC DISTRICT CLERK
1000 GUADALUPE
COURTHOUSE, ROOM 302
AUSTIN TX 78701
Qty 1

Description
Model No: FI 5530w
Serial No: 002508
District Clerk
Courthouse
1000 Guadalupe St. Rm 302

Item B080022-VC-2-01 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 4340D

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
3C COUNTY CLK MISDEMEANOR
1000 GUADALUPE ROOM 220
AUSTIN TX 78701
Qty 1

Description
Model Number: 4340D
Serial Number: 607397
Misdemeanor Records, Courthouse,
1000 Guadalupe

Item B080022-VC-2-02 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 3099EH

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
1C COUNTY CLERK/CIVIL/
PROBATE
1000 GUADALUPE, ROOM 218
AUSTIN TX 78701
Qty 1

Description
Model No: 3099EH
Serial No: 59
Civil/Probate Division
Courthouse, 1000 Guadalupe

Item B080022-VC-2-03 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 3099EH

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
R4 RECORDS MGT - MICROFIL
5501 AIRPORT BLVD.
AUSTIN TX 78751
Qty 1

Description
Model No: 3099EH
Serial No: 187
Recording,
5501 Airport Blvd.

Item B080022-VC-2-04 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 3097

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.

Quantity 1 year

Unit Price

Delivery Location Travis County
7C TRAVIS COUNTY CLERK
ELECTIONS DIV
5501 AIRPORT BLVD
AUSTIN TX 78751
Qty 1

Description
Model No: 3097
Serial No: 1004
Elections BBM Area,
5501 Airport Blvd.

Item B080022-VC-2-05 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 4097

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with

Quantity maintenance kits.
 1 year
 Unit Price
 Delivery Location Travis County
 5C COUNTY CLERK RECORDS DI
 1000 GUADALUPE, ROOM 121
 COURTHOUSE
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4097
 Serial No: 11091
 Microfilm,
 5501 Airport Blvd.

Item B080022-VC-2-06 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 4097
 Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.
 Quantity 1 year
 Unit Price
 Delivery Location Travis County
 R4 RECORDS MGT - MICROFIL
 5501 AIRPORT BLVD.
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 4097
 Serial No: 522563
 Civil/Probate
 Courthouse, 1000 Guadalupe

Item B080022-VC-2-07 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 4220
 Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.
 Quantity 1 year
 Unit Price
 Delivery Location Travis County
 6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 4220
 Serial No: 1985
 Elections Office Area
 5501 Airport Blvd.

Item B080022-VC-2-08 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 4094
 Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with

Quantity maintenance kits.
 1 year
 Unit Price
 Delivery Location Travis County
1C COUNTY CLERK/CIVIL/
 PROBATE
 1000 GUADALUPE, ROOM 218
 AUSTIN TX 78701
 Qty 1

Description
 Model No: 4094
 Serial No: 522613
 Civil/Probate Division
 Courthouse, 1000 Guadalupe

Item B080022-VC-2-09 - MAINTENANCE FOR FUJITSU SCANNERS (GROUP 2): Model 5650C
 Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. All equipment will require quarterly cleanings/PM's with maintenance kits.
 Quantity 1 year
 Unit Price
 Delivery Location Travis County
R4 RECORDS MGT - MICROFIL
 5501 AIRPORT BLVD.
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 5650C
 Serial No: 1287
 Recording
 5501 Airport Blvd.

Item B080022-VC-3-01 - MAINTENANCE FOR KODAK SCANNERS (GROUP 3): Maintenance for Kodak Scanners - Model 1500D
 Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. The following scanners are utilized during elections and will require cleaning before every election. The cleanings will be priced separately from the maintenance agreement and will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response time and 12 hour by 7 days coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.
 Quantity 1 year
 Unit Price
 Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 1500D
 Serial No: 41582250
 Elections BBM Area

5501 Airport Blvd.

Item B080022-VC-3-02 - MAINTENANCE FOR KODAK SCANNERS (GROUP 3): Maintenance for Kodak Scanners - Model 1500D

On-site maintenance services will include all parts, labor, and travel for the equipment listed below. The following scanners are utilized during elections and will require cleaning before every election. The cleanings will be priced separately from the maintenance agreement and will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response time and 12 hour by 7 days coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Lot Description

Quantity 1 year

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 1500D
 Serial No: 41582221
 Elections BBM Area
 5501 Airport Blvd.

Item B080022-VC-3-03 - MAINTENANCE FOR KODAK SCANNERS (GROUP 3): Maintenance for Kodak Scanners - Model 1500D

On-site maintenance services will include all parts, labor, and travel for the equipment listed below. The following scanners are utilized during elections and will require cleaning before every election. The cleanings will be priced separately from the maintenance agreement and will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response time and 12 hour by 7 days coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Lot Description

Quantity 1 year

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: 1500D
 Serial No: 41582394
 Elections BBM Area
 5501 Airport Blvd.

Item B080022-VC-4-01 - MAINTENANCE FOR PANASONIC SCANNERS (GROUP 4): Model KVS2065

On-site maintenance services will include all parts, labor, and travel for the equipment listed below. The following scanners are utilized during elections and will

require cleaning before every election. The cleanings will be priced separately from the maintenance agreement and will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response time and 12 hour by 7 days coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Lot Description

Quantity 1 year

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: KVS2065
 Serial No: 61336DC1451
 Elections BBM Area
 5501 Airport Blvd.

Item B080022-VC-4-02 - MAINTENANCE FOR PANASONIC SCANNERS (GROUP 4): Model KVS2065W

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below. The following scanners are utilized during elections and will require cleaning before every election. The cleanings will be priced separately from the maintenance agreement and will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response time and 12 hour by 7 days coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Quantity 1 year

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 1

Description
 Model No: KVS2065W
 Serial No: 61336DC1406
 Elections BBM Area
 5501 Airport Blvd.

Item B080022-VC-5-01 - MAINTENANCE FOR CANON SCANNERS (GROUP 5): Maintenance of Canon Scanners DR9080C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below.

Quantity 1 year

Unit Price

Delivery Location Travis County
DC DISTRICT CLERK
 1000 GUADALUPE
 COURTHOUSE, ROOM 302
 AUSTIN TX 78701

Qty 1

Description
Model No: DR9080
Serial No: CZ301426
District Clerk
Courthouse
1000 Guadalupe St. 3rd Floor

Item B080022-VC-5-02 - MAINTENANCE FOR CANON SCANNERS (GROUP 5): Maintenance of Canon Scanners DR9080C

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below.

Quantity 1 year

Unit Price

Delivery Location Travis County
2A COUNTY ATTORNEY - CIVI
314 WEST 11TH STREET
THIRD FLOOR
AUSTIN TX 78701
Qty 1

Description
Model No: DR9080C
Serial No: CZ301251
County Attorney
Granger Building
314 West 11th St. Ste. 300

Item B080022-VC-5-03 - MAINTENANCE FOR CANON SCANNERS (GROUP 5): Maintenance of Canon Scanner DR6080

Lot Description On-site maintenance services will include all parts, labor, and travel for the equipment listed below.

Quantity 1 year

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
5501 AIRPORT BLVD
AUSTIN TX 78751
Qty 1

Description
Model No. DR6080
Serial No. DA300915
Records Management
5501 Airport Blvd.

Item B080022-VC-6-01 - ADDITIONAL MAINTENANCE KITS FOR FUJITSU SCANNERS - OPTIONAL: Additional Maintenance Kits for Fujitsu Model 3097DG

Lot Description The items listed below are in addition to the required quarterly maintenance kits that are part of the maintenance for items listed in Group 1 and may or may not be needed.

Quantity 4 each

Unit Price

Delivery Location Travis County

7C TRAVIS COUNTY CLERK
 ELECTIONS DIV
 5501 AIRPORT BLVD
 AUSTIN TX 78751
 Qty 4

Description
 Maintenance Kits for Model 3097DG

Item B080022-VC-6-02 - ADDITIONAL MAINTENANCE KITS FOR FUJITSU SCANNERS -
 OPTIONAL: Additional Maintenance Kits for Fujitsu Model 4097

Lot Description The items listed below are in addition to the required quarterly maintenance kits that
 are part of the maintenance for items listed in Group 1 and may or may not be
 needed.

Quantity 3 each

Unit Price

Delivery Location Travis County
1C COUNTY CLERK/CIVIL/
 PROBATE
 1000 GUADALUPE, ROOM 218
 AUSTIN TX 78701
 Qty 3

Description
 Maintenance Kits for Model 4097

Item B080022-VC-6-03 - ADDITIONAL MAINTENANCE KITS FOR FUJITSU SCANNERS -
 OPTIONAL: Additional Maintenance Kits for Fujitsu Model 3099EH

Lot Description The items listed below are in addition to the required quarterly maintenance kits that
 are part of the maintenance for items listed in Group 1 and may or may not be
 needed.

Quantity 2 each

Unit Price

Delivery Location Travis County
1C COUNTY CLERK/CIVIL/
 PROBATE
 1000 GUADALUPE, ROOM 218
 AUSTIN TX 78701
 Qty 2

Description
 Maintenance Kits for Model 3099EH

Item B080022-VC-6-04 - ADDITIONAL MAINTENANCE KITS FOR FUJITSU SCANNERS -
 OPTIONAL: Additional Maintenance Kits for Fujitsu Model 4860C

Lot Description The items listed below are in addition to the required quarterly maintenance kits that
 are part of the maintenance for items listed in Group 1 and may or may not be
 needed.

Quantity 2 each

Unit Price

Delivery Location Travis County
1C COUNTY CLERK/CIVIL/
 PROBATE
 1000 GUADALUPE, ROOM 218
 AUSTIN TX 78701

Qty 2

Description
Maintenance Kits for Model 4860C

Item B080022-VC-7-01 - ADDITIONAL PRE-ELECTION CLEANINGS/PM FOR KODAK SCANNERS - REQUIRED: Pre-election cleanings for Kodak 1500D

Lot Description The pre-election cleanings are in addition to the on-site maintenance services listed in Group 5 above. They will need to be scheduled and performed before each election by the using department. The number of elections varies from year to year. See schedule for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response and 12 hour by 7 hour coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Quantity 3 each

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
5501 AIRPORT BLVD
AUSTIN TX 78751
Qty 3

Description
Pre-election Cleaning/PM with maintenance kit

Item B080022-VC-7-02 - ADDITIONAL PRE-ELECTION CLEANINGS/PM FOR KODAK SCANNERS - REQUIRED: Pre-election Cleanings for Kodak 1500D

Lot Description The pre-election cleanings are in addition to the on-site maintenance services listed in Group 5 above. They will need to be scheduled and performed before each election by the using department. The number of elections varies from year to year. See schedule for 2008 in Bid Comments - Specifications. During the election period, these scanners require a maximum 2 hour response and 12 hour by 7 hour coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Quantity 10 each

Unit Price

Delivery Location Travis County
6C TRAVIS COUNTY CLERK ADM
5501 AIRPORT BLVD
AUSTIN TX 78751
Qty 10

Description
Pre-election cleaning without maintenance kit

Item B080022-VC-8-01 - ADDITIONAL PRE-ELECTION CLEANINGS FOR PANASONIC SCANNERS - REQUIRED: Pre-election cleanings for Panasonic Scanners

Lot Description The pre-election cleanings listed below are separate from the regular maintenance bid out in Group 7 above for these election scanners. These pre-election cleanings will be scheduled before each election by the using department. The number of elections varies from year to year. See the schedule of elections for 2008 in Bid Comments - Specifications. During the election period, these scanners require a

maximum 2 hour response time and 12-hour 7-day coverage. There must be a replacement scanner provided if the scanner is not operational after 2 hours.

Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Travis County <u>6C TRAVIS COUNTY CLERK ADM</u> 5501 AIRPORT BLVD AUSTIN TX 78751 Qty 1
Description	Panasonic Models KVS2065 and KVS2065W

<p>TRAVIS COUNTY PURCHASING OFFICE 314 West 11th Street, Room 400 Austin, Texas 78701</p>	
<p>Respondent Acknowledgement</p>	
<p>Vendor Name: <input style="width: 80%;" type="text"/></p>	
<p>Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other <input style="width: 100px;" type="text"/></p>	
<p>Vendor Mailing Address:</p>	<input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>
<p>Area code / Telephone Number:</p>	<input style="width: 100%;" type="text"/>
<p>Toll-Free Telephone Number:</p>	<input style="width: 100%;" type="text"/>
<p>Fax Number:</p>	<input style="width: 100%;" type="text"/>
<p>Vendor E-Mail Address:</p>	<input style="width: 100%;" type="text"/>
<p>Vendor Web Address:</p>	<input style="width: 100%;" type="text"/>
<p>FEID No. or SS#:</p>	<input style="width: 100%;" type="text"/>
<p>Bidder's State of Residence <input style="width: 100px;" type="text"/></p>	
<p>Current Texas Building and Procurement Commission Catalog Vendor (Check One): <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>State Catalog Vendor ID Number <input style="width: 400px;" type="text"/></p>	
<p>Certified Historically Underutilized Vendor (Check One): <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>In compliance with the terms, conditions and specifications, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated points(s) within the time specified.</p>	
<p><input style="width: 100%; height: 20px;" type="text"/></p> <p>Name of Company Representative Submitting Response</p> <p><input style="width: 100%; height: 20px;" type="text"/></p>	<p><input style="width: 100%; height: 20px;" type="text"/></p> <p>Title of Company Representative Submitting Response</p>
<p>Date <input style="width: 100%;" type="text"/></p>	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business Enterprise goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

Overall MBE Goal: 14.1%; Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American
Overall WBE Goal: 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor:

Certified as a HUB or an MBE/WBE/DBE source: Yes No HUB Status (Gender & Ethnicity):

If yes, by whom: Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmb1; City: www.ci.austin.tx.us/purchase/default.htm; TUCP: www.dot.state.tx.us/business/tucpinfo.htm

**LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)**

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: % (List HUB Subcontractor information below).

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

REFERENCES: Vendor shall complete and return concurrently with this solicitation to the Travis County Purchasing Office. At least three references must be identified. References listed must have done similar business with the vendor within the past two (2) years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Offers will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

1) AGENCY NAME::

ADDRESS:

POINT OF CONTACT:

PHONE NUMBER:

ADDITIONAL DETAILS:

2) AGENCY NAME::

ADDRESS:

POINT OF CONTACT:

PHONE NUMBER:

ADDITIONAL DETAILS:

3) AGENCY NAME::

ADDRESS:

POINT OF CONTACT:

PHONE NUMBER:

ADDITIONAL DETAILS:

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date:

Name of Affiant:

Title of Affiant:

Business Name of Affiant:

Business Address:

County of Bidder:

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this Invitation for Bid which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bid.

Signature of Affiant

Address

ATTACHMENT 1

ATTACHMENT 2

Bidder acknowledges that Bidder is doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365 day period immediately prior to the date on which this bid is due with any key contracting person.

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
October 10, 2007

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse)...	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Dan Smith	
Executive Assistant.....	Melissa Velasquez	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt*	
Executive Assistant	Loretta Farb*	
Executive Assistant	Sandra Ramos*	
Executive Assistant	Peter Einhorn*	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney ...	Randy Leavitt	
Executive Assistant, Civil Division.....	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Daniel Bradford*	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB*	

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III.....	Vania Ramaekers*	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Manager, Network Services & Operations, ITS.....	Walter La Grone	
ITS.....	Chris Cox	
ITS.....	Brenda Spiker	
ITS.....	Nick Macik	
County Clerk.....	Libby Sykora	
County Clerk.....	Sam Castlebury	
County Clerk.....	Regina Griffin	
District Clerk.....	Burnett Treat	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of expiration
Commissioner, Precinct 2.....	Karen Sonleitner.....	12/29/07
Executive Assistant.....	Gretchen Vaden.....	12/29/07
Executive Assistant.....	Ann Denkler.....	12/29/07
Attorney, Transactions Division.....	Tom Nuckols.....	05/15/08

* - Identifies employees who have been in that position less than a year.

Nov 2006

BIDDING INSTRUCTIONS For INVITATION FOR BIDS (IFB)

- 1. PREPARATION OF BIDS:** Bids will be prepared in accordance with the following:
 - (a) Bidders must thoroughly examine the drawings, specifications, schedule, instructions and all other IFB documents.
 - (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions.
 - (c) All information required by the bid form must be furnished. The bidder must print or type his name and manually sign and return three individual copies of the Invitation for Bids.
 - (d) Alternate bids will not be considered unless authorized by the Invitation for Bids.
 - (e) Bidder must not include federal nor Texas limited sales, excise and use taxes in bid prices since the County is exempt from payment of such taxes. (TEX. TAX CODE ANN. 151.309 {Vernon Supp. 1995})
 - (f) If no entry is made in the "**BIDDING ON**" blank after each item, if used, the Contractor shall furnish the exact brand name and model number specified in the item description.
- 2. DESCRIPTION OF SUPPLIES:** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish.
- 3. CLARIFICATION OR OBJECTION TO BID SPECIFICATION:** If any person contemplating submitting a bid for this contract is in doubt about the true meaning of any part of the specifications or other bid documents, he may submit a request for clarification to the Purchasing Agent. All requests for clarification must be in writing and delivered to the Purchasing Agent at least 5 days before the scheduled bid opening. The person submitting the request is responsible for delivering it on time. Interpretations of the bid will only be made by Bid Amendment, which will be provided to each person receiving a set of bid documents. Any objection to the specifications and requirements in this bid must be filed in writing with the Purchasing Agent at least 5 days before the scheduled bid opening. Bidders cannot rely on any explanation or interpretation that is not in compliance with this paragraph.
- 4. PRE-BID CONFERENCE:** This section applies if a pre-bid conference is included in the solicitation requirements:
 - (a) By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of this solicitation.
 - (b) Bidders are encouraged to attend the Pre-Bid conference and make their attendance a matter of record by completing a sign-in roster identifying the prospective bidder, name, and title of their attending representative.
 - (c) The purpose of the Pre-Bid Conference is to insure:
 - (1) A clear understanding of County needs,
 - (2) The accuracy of specifications, descriptions, and solicitation terms, conditions, and documents,
 - (3) Identifying any problems that might prevent obtaining the proper services or equipment/supplies, at a fair and reasonable price, or any issues that inhibit a fair and accurate solicitation or restrict competition.
 - (d) Bidders having questions concerning specifications should submit them in writing to the County Purchasing Agent at the address shown on Page 1 of this solicitation. Questions should be submitted not later than one week preceding the date set for the Pre-Bid Conference so that appropriate information may be researched and made available during the Pre-Bid Conference to all concerned.
 - (e) Any changes resulting from the Pre-Bid Conference affecting specifications, the scope of work, or which may require an extension to the bid opening date will be reduced to writing in the form of an amendment to this solicitation. Such amendment will be disseminated to all prospective bidders.
- 5. SUBMISSION OF BIDS:** Travis County uses RFP Depot to distribute and receive bids and proposals. There will be **NO COST** to the vendor for bids or proposals conducted by Travis County. Bids can be submitted electronically through RFP Depot or by hard copy. Refer to www.rfpdepot.com for further information.

Should you choose to submit your bid by hard copy, Bids and Bid Amendments must be enclosed in **SEALED ENVELOPES** and delivered to the Purchasing Agent at the address within. The **NAME AND ADDRESS OF BIDDER**, the **DATE OF THE BID OPENING**, **MATERIAL OR SERVICES BID ON**, and the **IFB NUMBER** must be placed on the outside of the envelope.

 - (a) Bids must be submitted in triplicate on the forms furnished. Other bid forms are not acceptable. Telegraphic bids will not be considered; however, bids may be modified by telegraphic notice if it is received before the time and date set for the bid opening and specific bid prices are not exposed by the amendment.
 - (b) Bidder warrants that his price shall remain firm and subject to acceptance by the Commissioners Court for a period of 90 calendar days after bid opening date, unless otherwise indicated in his bid.
 - (c) When stipulated by the Invitation for Bids, bidder must submit a Bid Bond in an amount equal to 5% of his bid. Bid Bond must be submitted with the bid in the form of a **SURETY BID BOND** executed with a Surety Company authorized to do business in Texas, **CASHIERS CHECK, OR IRREVOCABLE LETTER OF CREDIT**, made payable to Travis County. Bid Bond in each form shall be conditioned on the successful bidder executing a contract and providing a Performance Bond, if required. Bid Bonds shall be returned 10 days after either contract award or the successful bidder providing a Performance Bond, whichever is later.
 - (d) Bidders are required to submit their bids upon the following express conditions. No plea of ignorance by the bidder of conditions that exist or that may exist as a result of failure or omission by the bidder to make the necessary investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensations to the contractor.
 - (e) The bidder must provide unit prices where required and if a conflict between the unit price and total price exists, the unit price shall govern.
- 6. BID PRICES:** Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include any and all cost in the delivered unit price entered in the Schedule of Items.
- 7. WITHDRAWAL OF BIDS:** Bidders may not withdraw their bid after the time set for bid opening, unless approved by the Commissioners Court.
- 8. LATE BIDS OR MODIFICATIONS:** The Purchasing Agent will not accept bids and modifications to bids received after the time set for bid opening.
- 9. REJECTION OF BIDS:** County may reject a bid if it is not satisfactory to Commissioners Court.

- (a) No bid submitted shall be favorable considered if the bidder is determined, in the sole discretion of County, to be delinquent in the payment of County property taxes when bids are opened.
- (b) The County may reject all bids and re-advertise if appropriate, whenever it is deemed in the best interest of the County and may reject any part of a bid unless the bid has been qualified as all or none. Issuance of this solicitation does not commit County to pay any costs incurred in the preparation of a bid.

10. PRE-AWARD SURVEY: After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his facilities with 2 days advance notice.

11. AWARD OF CONTRACT: Commissioners Court shall either award the contract to the responsible bidder who submits the lowest and best bid or may reject all bids and issue a new solicitation. If two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility or responsiveness. The County may also waive any minor informalities or irregularities in any bid.

- (a) The County may accept any item or group of items in this bid, unless the bidder limits acceptance of his bid to an "All or None" basis.
- (b) Prices must be quoted **F.O.B. DESTINATION** with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- (c) The Delivery Time or Delivery Schedule offered by bidders will be considered in determining the lowest and best bid.
- (d) If the state where a nonresident bidder has its principle place of business discriminates against Texas bidders, Texas law requires that nonresident bidder to underbid Texas bidders by the same amount that Texas bidders would be required to underbid that bidder in its home state. TEX. GOV'T CODE ANN., ch. 2252 (Vernon Supp. 1995). This provision does not apply to a contract involving federal funds.
- (e) Prompt payment discounts will not be considered in determining low bids and making awards.
- (f) A binding contract results when the Purchasing Agent signs a "Contract Award" sheet, attaches it to the Invitation For Bid, and delivers it to the bidder who completed it and returned it as his bid.

12. PURCHASE ORDER: Contractor will not deliver any items and/or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed or work to be performed. The Contractor must respond by supplying the parts or performing the maintenance service at the time required. Failure to act in this manner may result in termination of this contract.

13. DELIVERED SUPPLIES:

- (a) If the Contractor did not specify what he intends to furnish, he must furnish items as specified in the item description.
- (b) Contractor certifies that any substitute brand matches the essential performance and salient characteristics of the Brand Name stated in the item description and must replace it if it does not conform.
- (c) All supplies or equipment shall be the latest improved model meeting specifications in current production at the time of delivery. The delivered items shall be of new manufacture including all parts, components, and accessory items. Equipment shall be delivered completely assembled, adjusted, serviced, and ready for continuous heavy-duty service.

14. PROTESTS: Protests before award must be submitted in writing to the Purchasing Agent not later than 6 calendar days after bid opening, and protests after award must be submitted within 10 days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 days after date of receipt. Any appeal of the Purchasing Agent's decision must be made within 10 days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

15. DISPUTES AND APPEALS: The Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Except as provided in Par. 34, all documents, notices and correspondence not issued by or to the Purchasing Agent are void, and are considered as not having been issued or received. If the Appellant does not agree with any statement in a document, notice, or correspondence issued by the Purchasing Agent, he must give written notice of the exact point of disagreement to the Purchasing Agent within 10 days after receipt of the statement. If the matter is not resolved to the Appellant's satisfaction, then he shall submit a Notice of Appeal to the Commissioners Court through the Purchasing Agent within 10 days after receipt of an unsatisfactory reply. Appellant shall then have the right to be heard by Commissioners Court.

16. HUB PROCUREMENT PROGRAM:

- (a) The Commissioners Court unanimously adopted the City of Austin's Minority and Woman-Owned Business Enterprise goals and sub-goals, replacing the initial 30% HUB goal, to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- (b) It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- (c) For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- (d) The following identifies specific procedures to be followed with respect to this Invitation For Bid in compliance with the HUB Procurement Program.
- (e) To be eligible under this program, HUB Proposers and subcontractors must:
 - (1) Be certified as HUB, M/WBE or DBE source by the City of Austin Municipal Government, Texas Unified Certification Program, or State of Texas Building and Procurement Commission
 - (2) Have on file in the Travis County Purchasing Office a proper Bidder's Application.
 - (3) Identify the certifying agency and Item/Service for which is certified.
 - (4) Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.
- (f) Complete the HUB Declaration form and Eligibility Declaration form in this IFB package.
- (g) Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of

the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized.

1. GENERAL DEFINITIONS:

- (a) "Auditor" means the Travis County Auditor or her designee.
- (b) "Commissioners Court" means Travis County Commissioners Court.
- (c) "Contract" means the contract awarded pursuant to the Invitation for Bids.
- (d) "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- (e) "County" means Travis County, Texas, a political subdivision of the State of Texas.
- (f) "County Building" means any County owned buildings and does not include buildings leased by County.
- (g) "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - (1) own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
 - (2) have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.
- (h) "Is doing business" and "has done business" mean:
 - (1) Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (2) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - (3) but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- (i) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- (j) "Purchasing Agent" means the Travis County Purchasing Agent.
- (k) "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- (a) Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- (b) As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- (c) Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
 - County Auditor
 - P.O. Box 1748
 - Austin, Texas 78767
- (d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- (e) Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, that will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, 1% percent per month interest must be added at the time payments are made. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevents local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers 1% percent per month interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

(a) Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.

(b) Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

(a) This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

(b) Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

(a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

(b) The Contractor's delivery time includes weekends and holidays.

(c) Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.

(d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.

(e) The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.

(f) Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

(g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

14. SUBCONTRACTS:

(a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

(a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

(b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

(c) Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing

Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

(a) No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. OFFICIALS NOT TO BENEFIT: If a member of the Commissioners Court belongs to a cooperative association, County may purchase services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

24. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

25. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

26. FORFEITURE OF CONTRACT:

(a) The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:

- (b) The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- (c) The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

27. CONTRACTOR CLAIMS NOTIFICATION:

- (a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
- (1) The existence of the claim, or other action;
 - (2) The name and address of the person, firm, corporation or their entity that made a claim, or that instituted any type of action or proceeding;
 - (3) The alleged basis of the claim, action or proceeding;
 - (4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (5) The name or names of any person against whom this claim is being made.
- (b) Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

28. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

29. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

30. CONSTRUCTION OF CONTRACT:

- (a) This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.
- (b) If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- (c) Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- (d) When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- (e) Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- (f) Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

31. ADDITIONAL GENERAL PROVISIONS:

- (a) Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- (b) Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- (c) Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- (d) Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- (e) In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

32. INTERPRETATION OF CONTRACT:

- (a) This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- (b) If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
- (1) The Schedule of Items/Services
 - (2) Terms and Conditions of Invitation for Bids;
 - (3) General Provisions;
 - (4) Other provisions, whether incorporated by reference or otherwise; and
 - (5) The specifications.
- (c) If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- (d) This contract shall be governed by the laws of Texas and all obligations are performable in Travis County, Texas.
- (e) If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- (f) Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender

includes the feminine and neuter genders.

(g) The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

(h) Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

33. MODIFICATIONS:

(a) The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- (1) Drawing-s, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of deliveries.
- (4) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- (5) Description of items to be provided.
- (6) Time of performance (i.e. hours of day, days of week, etc.)

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

34. DESIGNATED COUNTY HOLIDAYS 2008: No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY 2008

New Year's Day	Tuesday	Jan 1,	2008
Martin Luther King, Jr. Day	Monday	Jan 21,	2008
President's Day	Monday	Feb 18,	2008
Memorial Day	Monday	May 26,	2008
Independence Day	Friday	Jul 04,	2008
Labor Day	Monday	Sep 01,	2008
Veteran's Day	Monday	Nov 11,	2008
Thanksgiving Day	Thursday	Nov 27,	2008
Friday after Thanksgiving	Friday	Nov 28,	2008
Christmas Season	Thursday	Dec 25,	2008
Christmas Season	Friday	Dec 26,	2008

35. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Travis County substantiating the changes to the bid prices. Any price changes must be approved by Travis County.

36. INSURANCE AND LIABILITY: Unless superceded by Special Provisions of this IFB, during the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (a) Name county as additional insured as its interests may appear.
- (b) Provide county a waiver of subrogation.
- (c) Provide county with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- (d) Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (e) Submit an original certificate of insurance reflecting coverage as follows:

<u>Automobile Liability:</u>	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00
<u>General Liability (Including Contractual Liability):</u>	
Bodily Injury	\$500,000.00
Property Damage	\$100,000.00
<u>Excess Liability:</u>	
Umbrella Form	Not Required
<u>Worker's Compensation:</u>	Statutory

LOCATION OF SERVICE BY TECHNICIAN:

Business Name:

Address:

City/State/Zip:

Contact Person:

Title:

Date of Service:

CONFLICT OF INTEREST QUESTIONNAIRE

Bidder shall complete the Conflict of Interest Questionnaire attached to this IFB. Within seven (7) business days of submitting its Bid, Bidder shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Bidder shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2006, and each year thereafter if Bidder receives, and continues under contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, Bidder shall submit an updated Questionnaire, not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate. Bidder should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.
4	Describe each affiliation or business relationship with a person who is a local governmental officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 1/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date