INVITATION FOR BID

Austin Community College District invites qualified firms to submit bids to provide Parking Lot Maintenance Services to ACC District-Wide

Invitation for Bid No. 931-15029RW

Bids must be submitted to:

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

by no later than:

Thursday, July 2, 2015 at 2:00 p.m. CDST

Late bids will not be accepted.

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

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

Bids may not be withdrawn for a period of ninety (90) days subsequent to the date and time for opening of bids without consent of the Director of Procurement and Materials Management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

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

______________________________  ____________________________
Rosemary Ledesma, CPPO  Issue Date
Purchasing Manager

Friday, May 29, 2015
PURPOSE AND INTENT OF THE INVITATION FOR BIDS

Austin Community College District (ACC) is seeking bids from qualified firms to provide Parking Lot Maintenance Services for ACC District-Wide.

<table>
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<th>Event</th>
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<tr>
<td>IFB Issue Date</td>
<td>Friday, May 29, 2015</td>
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<tr>
<td>Advertise IFB</td>
<td>Tuesday, June 2, 2015</td>
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<td></td>
<td>Monday, June 8, 2015</td>
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<td>Pre-Proposal Conference, if any</td>
<td>N/A</td>
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<tr>
<td>Deadline for Questions/Comments, as applicable</td>
<td>Wednesday, June 24, 2015, by noon</td>
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<td>Issuance of final Addendum, if required</td>
<td>Friday, June 26, 2015</td>
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<tr>
<td>Deadline for Bid Submission/Opening</td>
<td>Thursday, July 2, 2015; 2:00pm</td>
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PART I - INSTRUCTIONS TO BIDDERS

1.0 Advice

The department responsible for this process is the Purchasing Department located at 9101 Tuscany Way, Austin, Texas, 78754. The ACC contact is Rodney Wheeler, Construction Buyer; telephone (512) 223-1056, rwheeler@austincc.edu or Rosemary Ledesma, Purchasing Manager, (512) 223-1053, rledesma@austincc.edu fax (512) 223-1902. Prior to award, all questions must be directed to Rodney Wheeler or Rosemary Ledesma. These named individuals are the only contacts for ACC for this solicitation, exclusive of scheduling site visits.

2.0 Restrictions on Communications with College Staff

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

2.1 the ACC contact named above;
2.2 Purchasing Management in the Procurement and Materials Management Department;
2.3 others authorized by the Director of Procurement and Materials Management.

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

3.0 Questions Regarding this IFB

Questions concerning this IFB must be submitted in writing to the ACC contact named in Section 1.0 and by the date in the Key Event Dates listed above. If ACC determines that questions necessitate a change to this IFB, the change will be reduced to writing in the form of an addendum and posted on the ACC Purchasing website at: www.austincc.edu/purchase/advertisedbids.php

4.0 Bidder Qualifications

(RESERVED)

5.0 Deviations from Specifications

(RESERVED)

6.0 Form of Bid and Method of Submission

6.1 Electronically submitted responses (i.e., bids submitted by e-mail or by faxing) will not be accepted.

6.2 All bids must be submitted in one (1) hard copy original and one (1) duplicate copy.
The bid submittal must be included as an electronic file on a CD or flashdrive and attached to the original bid submittal.

6.3 Bids must be received by the deadline for submission in a sealed envelope clearly marked (type or block lettering only) with the firm name, return address, the IFB number and the bid opening date and time.

6.4 Bids not submitted as instructed may not be accepted. Amendments to bids, once filed, will only be accepted if they are submitted in a properly-identified, sealed envelope, prior to the bid opening date and time.
7.0 **Receipt of Bids / Late Bids**

7.1 It is the sole responsibility of the bidder to ensure timely delivery of its bid to the ACC Purchasing Department. ACC will not be responsible for failure of service or the part of the U.S. Postal Service, courier companies or any other mode of delivery chosen by the bidder.

7.2 Bids received after the date and time specified shall be considered LATE and shall not be considered for award unless it is determined by ACC that late receipt was due solely to mishandling by ACC after receipt of the bid by ACC.

8.0 **Accuracy of Bid and Withdrawal Prior to Deadline for Submission**

*Accuracy of Bid:* Bids shall represent a true and correct statement and shall contain no cause for claim of omission or error.

*Withdrawal of Bids:* Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by the bidder’s authorized representative) at any time prior to the date and time for submission of bids. However, no bid may be withdrawn for a period of ninety (90) days subsequent to the bid opening without the prior written approval of the Director of Procurement and Materials Management Department.

9.0 **Disclosure**

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

10.0 **Disposition of Bids**

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

11.0 **Costs for Responding**

All costs directly or indirectly related to preparation of a response to the IFB, and clarifying a bid shall be the sole responsibility of and shall be borne by each bidder.

12.0 **New Parts and Equipment**

*(RESERVED)*

13.0 **Historically Underutilized Business (HUB)/Minority Business Provision**

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

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

14.0 **Award of Contract**

14.1 It is the intent of ACC to award contract(s) to the qualified bidder(s) whose bid, conforming to the IFB, is determined to be the lowest responsive and responsible Bidder available to provide the best value to ACC.

14.2 Award shall not be made upon opening of the bids but at a time as soon thereafter as may be necessary to evaluate them and to obtain necessary authorization.

14.3 The provisions, terms and conditions of this IFB may become those of the purchase order
contract. Failure of the successful bidder(s) to accept this obligation may result in the cancellation of any recommendation to award.

14.4 The annual estimated expenditure for these goods and services is $90,000. Orders will be placed as goods and services are required. There are no minimum order quantities.

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

15.0 Award Protest

Pursuant to Board of Trustee Policy G-2 (Purchasing) and Administrative Rule 7.02.001, the Purchasing Customer Handbook governs award protest. The Purchasing Customer Handbook is available on the ACC Purchasing Website at: www.austincc.edu/purchase/docs/handbook_revision9_11.pdf

15.1 Rights

Any bidder who is aggrieved in connection with the procurement may protest to the Director of Procurement and Materials Management.

15.2 Notification

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

15.3 Resolution

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

15.4 Authority

The college president or his designee shall have the final authority for determination and to take any action to resolve a protest appeal.

16.0 Required Submissions

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

16.1 A completed Exhibit A, Bidder's Disclaimer Statement.
16.2 A completed Exhibit B, References.
16.3 A completed Part IV, Certification.
16.4 A completed Exhibit D, HUB /Minority Subcontracting Plan if over $100,000 value.
16.5 A completed Exhibit E, Bid Response
16.7 Bidder agrees to meet minimum qualifications as stated in Part III, Scope of Services.
16.8 Proof of Insurability. All respondents to an ACC solicitation shall provide proof of insurability with their bid or proposal. Acceptable proof of insurability will be a certificate of insurance or letter from the insurance carrier (not an insurance agent).
PART II - CONTRACT TERMS AND CONDITIONS

1.0 Applicability

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

2.0 Term of Contract

2.1 The effective date of the contract shall be the date the contract is executed until all event services are completed.
2.2 The contract shall have an initial term of two (2) years.
2.3 As applicable ACC may, at its sole option and with the consent of the Contractor, extend the contract for up to three (3) 1-year periods.
2.4 Contract extensions shall be subject to the terms and conditions of this contract and shall be put into effect by a written amendment executed by the parties prior to termination.
2.5 Upon expiration of the initial term or period of extension, ACC may at its sole option hold over the terms and conditions of the contract for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless parties mutually agree in writing).

3.0 Prices and Escalation

3.1 Prices

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

3.2 Escalation

Prices shall remain firm up to and during the initial term of the contract.

4.0 Invoicing and Payment

ACC will issue a purchase order for the items as indicated in Exhibit E, pgs18-19. The contractor will reference the executed contract on all statements and invoices presented to the college for payment.

5.0 Contracts Subject to Texas Business and Commerce Code

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

6.0 Laws, Statutes, and Other Governmental Requirements

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

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

7.0 Public Information
ACC is a public institution and subject to the Texas Public Information Act. Any information submitted to ACC is presumed to be public information and available to the public. Any information or materials submitted to ACC that is considered confidential must be clearly marked "CONFIDENTIAL". If an outside individual or entity requests review or copies of the information marked Confidential, ACC will advise the supplier of the request. If requested by the supplier, ACC will request an Open Records Decision from the Attorney General's Office asserting appropriate exceptions to disclosure. The supplier shall be responsible for substantiating the confidentiality of the information or materials requested.

8.0 Taxes

The purchase, lease, rental, storage, use or other consumption of tangible personal property, for the performance of work hereunder is exempted from state and local tax pursuant to the provisions of Article 20.04(Y) of the Texas Limited Sales Excise and Use Tax Act. To claim the benefit of this exemption, the vendor must comply with such procedures as may be prescribed by the State Comptroller of Public Accounts.

9.0 Conflict of Interest

No contract for the purchase of personal property or service shall be awarded to any vendor where the contract would violate the applicable state laws and ACC’s policies and regulations regarding conflicts of interest.

10.0 Extra Contractual Services

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

11.0 Indemnification

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

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

12.0 Insurance Requirements

Contractor shall procure and maintain at its own expense the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to ACC. The minimum insurance requirements are published on the ACC website at:
https://drive.google.com/a/austincc.edu/file/d/0B_9nSFltR0vcOVjEtLXZaRm1JdiQ/view.

12.1 ACC shall have no responsibility of liability for such insurance coverage. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the College. All of these required policies must include a Waiver of Subrogation in favor of Austin Community College, its trustees and employees.

12.2 Contractor shall submit a properly endorsed Certificate of Insurance by no later than the tenth (10th) day after execution of the contract and prior to any payment being made to, or work performed by, the contractor.
13.0 Contract Not a Guarantee of Purchase.

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

14.0 (Reserved)

15.0 Bankruptcy

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

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

15.2 The Director of Procurement and Materials Management may terminate this contract for non-performance, as determined by the college for such causes at:

15.2.1 Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceedings filed by or against contractor thereunder.

15.2.2 In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

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

16.0 Termination

16.1 Termination for Default

ACC, by written notice, may terminate this contract, in whole or in part, for failure of the contractor to perform any of the provisions of this contract. In case of default, ACC reserves the right to purchase any or all items or services on the open market, charging the contractor with any excess cost. Should such charges be assessed, no subsequent proposals of the defaulting contractor shall be considered until the assessed charge has been satisfied. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar items provided that if (1) it is determined for any reason that the contractor was not in default, or (2) failure to perform was beyond contractor’s control, fault or negligence, the termination shall be considered a termination for convenience.

16.2 Termination for Convenience

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

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

17.0 Suspension

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

18.0 Attorney's Fees

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

19.0 Severability

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

20.0 Assignment

This contract nor any duties or obligations herein shall not be assignable without the prior written approval of the ACC Director of Procurement and Materials Management.

21.0 Contract Changes

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

22.0 Dispute Resolution

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

23.0 Governing Law and Venue

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

24.0 Entire Agreement

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

It is the responsibility of each bidder to make a site visit between Monday, June 15, 2015 and Friday, June 26, 2015. Site visit appointments must be made with the Director of Buildings & Grounds, Dean Johnson (phone: 512-223-1011; email: djohnso6@austincc.edu). Site visits will aid the contractor to determine the locations, number of parking lots, measurements and physical condition of each. See EXHIBIT G.

1.2 Parking Lot Sweeping

Contractor must sweep all parking lots using either a mechanical, vacuum-assisted or regenerative-air street sweeper that has been properly maintained. The sweeping of the parking lots will occur semi-annually up to quarterly, pending the availability of funding, or at the request of the ACC Buildings & Grounds prior to any maintenance or repair to the parking lot.

1.3 Re-Striping, Curb and Bollard Painting

1.3.1 Materials

Traffic Paint: The parking and/or traffic lane marking paint shall have a chlorinated rubber base. The paint shall be factory mixed, a quick drying and non-bleeding, FS TT-P-115C Type III. ACC currently utilizes the following colors: red, yellow, blue, white and green.

Other Materials: All other materials, not specifically described, but required for proper and complete installation of the work of this section, shall be as selected by the contractor and subject to the approval of the owner.

1.3.2 Re-Striping / Curb / Bollard Painting

When an existing parking lot is re-striped, the re-striping must provide accessible parking spaces as required by the ADA Standards for Accessible Design and the Texas Accessibility Standards (TAS).

Re-striping and painting of curbs and bollards must be once per year, or as requested by ACC Buildings & Grounds following any restorative repairs to the parking lot. Existing striping is the current ACC standard, but can be modified or changed at any time with the approval of Buildings & Grounds.

1.4 Signage

Parking, handicap, and other signage must conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices Standard and the Americans with Disabilities Act standards.

Font size is strictly dependent on the nature of the sign; i.e. whether the sign is intended for vehicular or pedestrian traffic.

1.5 Sign Material
Sign materials depend upon the following criteria:

- DOT standards include 0.080 gauge aluminum signs covered with Approved Engineer Grade (SEG) reflective sheeting for street and parking signs.
- ADA standards include a 6” pictogram with verbal description, 1/32” raise letters and numerals, 5/8” minimum letter height, raised grade 2 Braille, and 70 percent contrast between background and text for all handicap signage.

1.6 Pole/Mounting Post – Set in Pavement

Poles shall be manufactured or constructed of 2” O.D. round galvanized pipe. Poles for street signs or standard roadway signs should extend 9’ 0” above the parking surface. Poles for Handicap markings should be 6’ above the pavement. All poles must be set in concrete footings extending a minimum of 2’ 6” below the surface. Signs should be mounted as close to the top of the post as possible.

1.7 Pole/Mounting Post – Set in Dirt

Poles shall be manufactured or constructed of 2” O.D. round galvanized pipe. Poles for street signs or standard roadway signs should extend 9’ 0” above the parking surface. Poles for Handicap markings should be 6’ above the ground. Contractor shall dig a hole to a depth of 18” to 24”. Pole shall be set in an upright vertical position. Fast setting concrete shall be poured around the base of the pole, filling the hole. After concrete has been allowed to set, area shall be covered with dirt to the base of the pole.

1.8 Parking Barriers (Wheel Stops)

1.8.1 Approved Barriers (Wheel Stops)

Prefabricated concrete parking barriers, where used, shall be a minimum of 6” wide, 6” high, and 6 feet long (See Figure 1.1).Prefab barriers must be firmly and permanently anchored a minimum of 12” below the pavement with galvanized anchor pins (See Figure 1.2.)

![FIGURE 1.1](image-url)

**FIGURE 1.1**

**PRE-CAST CONCRETE PARKING BARRIER**
1.9 Bollards

Bollards should be made of concrete material with a height of 6’ and diameter of 4”. Bollard shall be installed at a depth of 2’ below ground. Pole shall be set in an upright vertical position. Fast setting concrete shall be poured around the base of the pole, filling the hole. Any repairs to pavement/concrete from bollard installation shall be done prior to any payment for this service.

2.0 Parking Lot Repairs

2.1 All (if any) recommended parking lot maintenance will be scheduled through the Director of Buildings & Grounds after an inspection and evaluation has been completed by ACC personnel and prior to any work commencing. Parking lot repairs may include, but not limited to: sealing of surfaces, filling of cracks, asphalt repair, pot holes repaired, installation of parking stops, installation of bollards, the addition of speed bumps, and the addition or removal of parking lot signage.

2.2 All paving or seal coating will be completed in sections to allow for limited parking. Determination for limited parking will be made in conjunction with the Director of Buildings & Grounds or his designee.

2.3 Prior to the starting of any work, the contractor is required to submit Material Safety Data Sheets (MSDS) for any asphalt materials used in the project, as well as the amount used (including added kerosene or other cutting agents.)
2.4 Regarding Exhibit E, Section 5.0: For evaluation purposes all requests for maintenance or repairs shall be bid by the linear or square foot. However, because ACC recognizes that the price of asphalt and petroleum products is occasionally influenced by conditions outside the control of contractor or vendor such as governmental actions and prevailing economic conditions, should material cost is substantially increase due to such conditions a temporary price increase may be approved by the Director of Building & Grounds.

2.5 The following definitions and methods of repair will be used in identifying the needs of each parking lot area.

Pavement in Good Condition
Defined as fine cracking and ordinary wear and tear.
1. A high grade seal coating with maximum amount of aggregate is to be applied to waterproof and improved texture of existing asphalt surface, or
2. A “Fog” Seal is to be applied to renew old asphalt and to seal small cracks.
3. Either method of repair will be utilized to receive the most effective and maximum benefit to extend the life of the parking lot.

Pavement in Fair Condition
Defined as random cracks requiring fill.
1. Remove old, loose sealant or debris within a crack with high pressure air, wire brushing, and/or high pressure water. The crack must be thoroughly dry prior to sealing. If the cracks are deep a “backer rod” is to be used first. A backer rod is a compressible, non-shrinking, non-absorbent material with a melting point higher than the sealant temperature. Next the sealant should be applied from the bottom up to prevent air bubbles. The sealant is to be left lower than the original surface to prevent tracking.

Pavement in Poor Condition
Defined as random cracks, raveled aggregate, depressions, alligatoring, and pot holes.
1. Alligated areas and pot holes will require full-depth asphalt patching.
2. Cracks are to be filled.
3. Depressed areas are to be restored by leveling or wedge coarse (an asphalt layer of variable thickness.)

4. An asphalt overlay or slurry seal is to be applied.

All asphalt repair will be at a 2 inch thickness.

3.0 Working Hours/Holidays

All work shall be scheduled by the Director of Buildings & Grounds or his designee to determine the best time for work to be completed with minimum obstruction to routine operations. Normal work hours are Monday through Friday, 7:00 am to 4:00 pm. ACC holidays are listed at the following website: http://www.austincc.edu/cataloghtml/calendar

4.0 Supervision and Inspection

All work performed under this contract is subject to inspection by ACC or a licensed professional designated by ACC at any time, to insure compliance with all terms and conditions of this contract.

5.0 Qualifications

Only responses from licenses and/or certified professionals with a minimum of three (3) years experience in parking lot maintenance and repair will be accepted. Documentation to support this license and/or certification must be furnished at the time of bid submittal.

The bidder shall comply with all applicable provisions of state law related to license requirements for skilled tradesman, contractors, suppliers or laborers, as necessary to accomplish the work. In the event the bidder, or one of its subcontractors (if any) loses its license during the term of performance under any resulting contract, the bidder shall promptly hire or contract with a licensed provider of the service at no additional cost to ACC.

PART IV – CERTIFICATION
1.0 I certify that I have the authority to submit this bid and to execute a contract for the company whose name appears below.

2.0 I certify that this bid is submitted with all items required under Part I of the IFB.

3.0 I certify that this bid meets all the requirements of the IFB, that it shall remain firm for a period of ninety (90) days, and that I have read the terms and conditions and acknowledge that they shall be the terms and conditions of the purchase order contract awarded pursuant hereto.

Authorized Signature: ____________________________________________

Print Name/Title: ________________________________________________

Company Name: ________________________________________________

Company Address: ______________________________________________

Telephone: ____________________________________________________

E-Mail: _________________________________________________________

Date: ___________________________________________________________________

Federal Tax Identification No.: _____________________________________
EXHIBIT A
BIDDER’S DISCLAIMER STATEMENT

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

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

COMPANYNAME: __________________________________________________________

ADDRESS: ______________________________________________________________

CITY, STATE, ZIP: ______________________ PHONE: ______________________

SIGNATURE OF COMPANY OFFICIAL: ______________________________________

PRINT NAME/TITLE: ______________________ DATE: ______________________

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR
☐ My firm is not owned nor operated by anyone who has been convicted of a felony. OR
☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): ______________________________________________________

Details of Conviction(s): _________________________________________________

Are you a certified Historically Underutilized Business (HUB)?

Yes ☐ No ☐

If yes, with whom are you certified? ______________________________________

Enter 5-digit certification number: _______________________________________

Please check corresponding box:

Hispanic American Male Female
Black American Male Female
Asian Pacific American Male Female
Native American (Indian) Male Female
Woman (of any ethnicity) Male Female
Disabled Texas Vet Male Female

Page 16 of 24
EXHIBIT B

REFERENCES

Submit two (2) references for which similar services have been performed. All lines must be completed and legible.

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

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

*Exhibit B, References - state company name for identification purposes:*
EXHIBIT C

“NO BID” RESPONSE

If your firm is unable to submit a bid at this time, complete this form and return it to:

Austin Community College Purchasing Department
9101 Tuscany Way
Austin, Texas 78754
512-223-1300 ph, 512-223-1902 fax

by the date/time for submission of this Invitation for Bids (IFB).

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

1. __ Do not supply the requested product/service.

2. __ Quantities offered or scope of job is TOO SMALL to be supplied by my company.

3. __ Quantities offered or scope of job is TOO LARGE to be supplied by my company.

4. __ Specifications are “too constrictive” or appear to be written around a proprietary product.

5. __ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)

6. Other reasons:__________________________________________________________
________________________________________________________________________
________________________________________________________________________

BY:

VENDOR SIGNATURE __________________________ DATE ________________

PRINTED NAME & TITLE __________________________ PHONE NO. ____________

COMPANY NAME __________________________ FAX NO. ______________
EXHIBIT D
HUB/MINORITY SUBCONTRACTING PLAN

Submit a separate form for each subcontractor or supplier.

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

Bidder Company Name: ____________________________________________

Address: _________________________________________________________

Phone: _______________   Bid No: ______  (see above, right-hand side) ______________

Description/Title of Bid: _________________________________________

Name of Subcontractor/Supplier: _________________________________

Address: _______________________________________________________

Phone: ____________   Is subcontractor a certified HUB? ______ Yes ______ No

If yes, enter HUB certificate no: _________________________________

Describe work to be done: _______________________________________

Dollar amount of contract with subcontractor/supplier: $___________

Percentage amount of contract with subcontractor/supplier: %_________

Submit a separate form for each subcontractor/supplier.
**BID RESPONSE**

Bidder shall enter all information requested in order for submitted bid to be evaluated.

**VENDOR NAME: ________________________________**

<table>
<thead>
<tr>
<th>1.0 Sweeping</th>
<th></th>
</tr>
</thead>
</table>
| 1.1 Eastview Campus | Quarterly | $___________  
|               | Semi-Annually | $___________  |
| 1.2 Rio Grande Campus | Quarterly | $___________  
|                 | Semi-Annually | $___________  |
| 1.3 Northridge Campus | Quarterly | $___________  
|                | Semi-Annually | $___________  |
| 1.4 Pinnacle Campus | Quarterly | $___________  
|                 | Semi-Annually | $___________  |
| 1.5 Cypress Creek Campus | Quarterly | $___________  
|             | Semi-Annually | $___________  |
| 1.6 Riverside Campus | Quarterly | $___________  
|                | Semi-Annually | $___________  |
| 1.7 South Austin Campus | Quarterly | $___________  
|                 | Semi-Annually | $___________  |
| 1.8 Highland Business Center | Quarterly | $___________  
|                   | Semi-Annually | $___________  |
| 1.9 Service Center | Quarterly | $___________  
|                 | Semi-Annually | $___________  |
| 1.10 Service Center South | Quarterly | $___________  
|                  | Semi-Annually | $___________  |
| 1.11 Round Rock Campus | Quarterly | $___________  
|                | Semi-Annually | $___________  |
| 1.12 Elgin Campus | Quarterly | $___________  
|                | Semi-Annually | $___________  |
### 2.0 Re-Striping / Painting of Curbs and Bollards

<table>
<thead>
<tr>
<th>Campus</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastview Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Rio Grande Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Northridge Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Pinnacle Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Cypress Creek Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Riverside Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>South Austin Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Highland Business Center</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Service Center</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Service Center South</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Round Rock Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Elgin Campus</td>
<td>$_________</td>
<td></td>
</tr>
<tr>
<td>Hays Campus</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

### 3.0 Signage (Price for sign only)

<table>
<thead>
<tr>
<th>Signage Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Disables Parking” sign 12” x 18”, white with blue symbol</td>
<td>$_________</td>
</tr>
<tr>
<td>“$50-200 Fine Without Vehicle Permit”, 12” x 9” White with green lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“No Parking”, 12” x 18”, white with Red lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“No Parking Anytime”, 12” x 18”, white with red lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“No Parking Fire Lane”, 12” x 18”, white with red lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“No Parking Loading Zone,” 12” x 18” White with red lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“No Bicycles or Skateboards on Sidewalk”, 12” x 18” white with black lettering</td>
<td>$_________</td>
</tr>
<tr>
<td>“Notice Parking by Permit Only” 12” x 18” White with red lettering</td>
<td>$_________</td>
</tr>
</tbody>
</table>
3.9  Stop Sign 30” x 30”  

3.10 Speed Limit signs, 24” x 30” white with Black lettering  

3.11 Custom ACC sign 18” x 12” blue background With white lettering; 3” x 12” top edge with White background, blue lettering and multi-Color ACC logo; text will vary; reflective .080 aluminum.  

### 3.0 Sign Installation

4.1  installation of sign and round pole in dirt  

4.2  installation of sign and round pole in existing pavement  

### 5.0 Maintenance/Repairs – Asphalt @ 2” thickness

(Refer to Part III, section 2.4)

5.1  Paving – cost per square yard  

5.2  Sealing – cost per square yard  

5.3  Filling of cracks – cost per linear foot  

5.4  asphalt repair – cost per square yard  

5.5  pothole repair – cost per square yard  

5.6  parking stop only (each)  

5.7  installation of parking stop  

5.8  Bollard delivered and installed  

5.9  speed bump installed and painted, 12” x 3” cost per linear foot  

Vendor Name: _____________________________________________  

Representative (Print):_______________________________________  

Signature: __________________________________ Date:___________

*(End Bid Response)*
Purchasing

VENDOR APPLICATION

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

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

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

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

*COMPANY ___________________________________________________________

* PERSON'S NAME _______________________________________________________

*FEIN/SSN _______________________________ COMPANY REPRESENTATIVE ___________

*STREET ADDRESS/PO BOX _______________________________________________

*CITY _____________________________ *STATE ______________ *ZIP __________

*PHONE (______) ____________________ *FAX (______) __________________________ OTHER (______)

*REMITTANCE ADDRESS & PHONE NUMBER ____________________________________

(If different from above)

__________________________________________________ *PHONE (______)

WEBSITE ADDRESS ___________________________________ EMAIL ___________________ @____

Please check all appropriate boxes in each section:

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

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

3.  *Is your business currently certified as a Historically Underutilized Business (HUB)?  [ ] Yes  [ ] No

   If yes, with whom?  [ ] City of Austin  [ ] Travis County  [ ] Capital Metro  [ ] State of Texas

   Please indicate type: [ ] African-American Female (01)  [ ] African-American Male (02)  [ ] Hispanic Female (03)
       [ ] Hispanic Male (04)  [ ] Asian Pacific Female (05)  [ ] Asian Pacific Male (06)
       [ ] Native American Female (07)  [ ] Native American Male (08)  [ ] Non-Minority Female (09)
       [ ] Non-Minority Male (09)

Please attach a copy of your current certification.

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

   [ ] Authorized Signature ________________________________  *Title __________________________

   [ ] Printed Name ______________________________________  *Date _______________________

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

VENDER ID ___________________________ DATE ENTERED ____________ INITIALS ________
# EXHIBIT G

## ACC Campus Locations

<table>
<thead>
<tr>
<th>Campus Name</th>
<th>Address</th>
<th>City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cypress Creek Campus</td>
<td>1555 Cypress Creek Road</td>
<td>Cedar Park, TX 78613</td>
</tr>
<tr>
<td>Riverside Campus</td>
<td>1020 Grove Blvd.</td>
<td>Austin, TX 78741</td>
</tr>
<tr>
<td>Cedar Park</td>
<td>1020 Grove Blvd.</td>
<td>Austin, TX 78741</td>
</tr>
<tr>
<td>Eastview Campus</td>
<td>3401 Webberville Road</td>
<td>Austin, TX 78702</td>
</tr>
<tr>
<td>South Austin Campus</td>
<td>1802 W. Stassney Ln.</td>
<td>Austin, TX 78745</td>
</tr>
<tr>
<td>Highland Business Center</td>
<td>5930 Middle Fiskville Road</td>
<td>Austin, TX 78752</td>
</tr>
<tr>
<td>Service Center South</td>
<td>701 E. Ben White Blvd</td>
<td>Austin, TX 78704</td>
</tr>
<tr>
<td>Northridge Campus</td>
<td>11928 Stonehollow Drive</td>
<td>Elgin, TX 78621</td>
</tr>
<tr>
<td>Service Center South</td>
<td>701 E. Ben White Blvd</td>
<td>Kyle, TX 78640</td>
</tr>
<tr>
<td>Pinnacle Campus</td>
<td>7748 Highway 290 West</td>
<td>Austin, TX 78736</td>
</tr>
<tr>
<td>Round Rock Campus</td>
<td>4400 College Park Drive</td>
<td>Round Rock, TX 78665</td>
</tr>
<tr>
<td>Elgin Campus</td>
<td>1501 W. US 290</td>
<td>Elgin, TX 78621</td>
</tr>
<tr>
<td>Hays Campus</td>
<td>Kohler Crossing &amp; Kyle Parkway</td>
<td>Kyle, TX 78640</td>
</tr>
<tr>
<td>CM: Juanita Mendez</td>
<td>512-223-6505</td>
<td>CM: Juanita Mendez, 512-223-6505</td>
</tr>
</tbody>
</table>