



A L A M O
C O L L E G E S
D I S T R I C T

PURCHASE OF PAINTING SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

CSP NO. 17M-014

Release Date: April 27, 2017

Proposals must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Pre-Proposal Meeting: May 16, 2017, 3:00pm

Proposal Deadline: May 30, 2017, 2:00 p.m.

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KEY DATES AND INFORMATION

- CSP NAME:** Competitive Sealed Proposal (CSP) for Purchase of Painting Services
- PRE-PROPOSAL MEETING:** A Pre-Proposal meeting is scheduled on May 16, 2017. The meeting will begin at 3:00pm at San Antonio College, 1819 N. Main, VATC Bldg., Room #120, San Antonio, TX 78212-4299).
- CLOSURES:** The Alamo Colleges District will be closed for Fiesta Holiday on April 28, 2017. During this time we will not be responding to any emails or phone call messages. We will respond to messages received when we resume normal operating hours on May 1, 2017.
- The Alamo Colleges District will be on a 4-day work week from May 29, 2017 and ending the week of July 23, 2017 with the last Friday closure being July 28, 2017. All facilities will be closed on June 2, June 9, June 23, June 30, July 7, July 14, July 21 and July 28. All work schedules will return to normal on Monday July 31, 2017.
- SUBMITTAL DEADLINE:** May 30, 2017, prior to 2:00 pm
- DELIVERY LOCATION BY U.S. MAIL:**
- Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Painting Services
CSP # 17M-014
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299
- DELIVERY LOCATION BY HAND DELIVERY OR COURIER SERVICE BY OFFEROR:**
- Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Painting Services
CSP # 17M-014
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299
- CONTRACT TERM:** Any contract awarded as a result of the CSP will begin upon award and terminate August 31, 2018, and have three, one year options to renew upon mutual consent of the contractor and Alamo Colleges District.
- NOTICE:** All questions related to this CSP are to be directed to Elisa B. Nava-Garcia, Purchaser, via email to: enava@alamo.edu with a copy to dst-purchasing@alamo.edu

GENERAL INFORMATION

A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of Painting Services for the Alamo Colleges District on an as needed basis. The scope of services is required to assist the Alamo Colleges District with renovations, remodels, and maintenance of existing facilities. The scope of services will need to include the following: priming, painting, caulking, drywall repair, drywall taping, plaster repair, Exterior Insulation Finishing System (EIFS) repair, sanding, mudding and hanging.

The estimated annual expenditures for Painting services are \$225,000.00: Inclusive of all campus locations.

B. Description of Alamo Colleges District:

The Alamo Community College District (The District) was established in 1945, in accordance with the laws of the State of Texas. The District is considered to be a special purpose, primary government engaged in business-type activities according to the definition in Governmental Accounting Standards Board (GASB) Statement No. 14. While Alamo Colleges District receives funding from local, state and federal sources, and must comply with the spending, reporting, and recordkeeping requirements of these entities, it is not a component unit of any other governmental entity. The District is also known as the Alamo Colleges District.

The governing body is the Alamo Colleges District Board of Trustees which is comprised of nine individuals, elected to staggered six year terms, from individually drawn single-member districts covering Bexar County. The Board also includes one non-voting student trustee. The Board of Trustees acts as a committee of the whole and operates with five standing sub-committees. The Board's procedure has been to rotate all Chairperson Assignments every two years. The standing committees are as follows:

- Academic Accountability and Student Success Committee
- Audit, Budget and Finance Committee
- Building, Grounds & Sites Selection Committee
- Legal Affairs Committee
- Policy and Long Range Planning Committee

Alamo Colleges District serves the educational needs of Bexar County and surrounding communities through its colleges and educational centers. The Alamo Colleges District, a comprehensive two-year system, is dedicated to providing quality education and workforce training to the people of Bexar and surrounding counties. The District includes five institutions that are separately accredited by the Southern Association of Colleges and Schools Commission on College (SACSCOC). The Colleges provide:

- university transfer programs
- workforce education programs
- technical programs
- community services
- developmental courses
- adult literacy courses
- continuing education
- academic courses for certification and associate degrees

Student enrollment for the Spring 2017 semester was 63,005 students. Students are taught by highly qualified faculty, generally with Master's and Doctorate degrees, committed to creating a learning centered environment. Student services include counseling, computer labs, and tutoring, financial services, services for the disabled, developmental instruction, veterans' services, and job placement.

The Alamo Colleges District include five Hispanic-serving Institutions and one of the nation's only institutions that is both a Historically Black College and a Hispanic-serving Institution; the nation's third largest producer of Hispanic nurses; and Texas' largest provider of online post-secondary education. A

vibrant international program brings Central American teachers to San Antonio for advanced education while affording students and faculty the opportunity to travel to all regions of the world. Alamo Colleges District has been a leading recipient and distributor of Pell Grants (federal financial aid) in Texas for several years.

The District's central office at 201 W. Sheridan St. in San Antonio is the location for Alamo Colleges District Administration, Human Resources, Legal Services, Ethics and Compliance Office, and the District Internal Audit Office. The 811 W. Houston St. location houses the District Information Technology Services Department, and the Finance and Fiscal Services Department. Other District operations are distributed throughout the Bexar County, including the Purchasing and Contract Administration Department and Alamo Colleges District Foundation which are at 1819 N. Main Ave.; Facilities Operation and Construction Management Department which is at 7990 Pat Booker Road in Live Oak, Texas; and the Alamo University Center which is at 8300 Pat Booker Road in Live Oak, Texas. Alamo Colleges District has satellite locations and small remote locations in New Braunfels, Floresville, and Kerrville that provide limited student services.

Offerors can visit Alamo Colleges District' website at <http://www.alamo.edu> to learn about Alamo Colleges.

C. Definition of Terms:

1. "Alamo Colleges District," "Alamo Colleges", "District" or "ACCD" refers to the Alamo Community College District.
2. "Offeror," "Proposers," or "Company" refers to a company which chooses to submit a Proposal to provide products and/or services for the District as specified in this CSP.
3. "Contractor" refers to the company awarded the contract to provide products and/or services for the District as specified in this CSP.
4. "Proposal" refers to the offer, from Offeror to the District, to provide the products and/or services as specified in the Agreement.

SECTION 1
SCOPE OF WORK

A. Scope of Work:

1. **In General:** The Contractor will provide Painting Services on an Indefinite Delivery Indefinite Quantity (IDIQ) basis. The IDIQ means a contract for services that does not procure or specify a firm quantity of services and that provides for the issuance of orders for the delivery of services during the period of the contract. The Alamo Colleges reserve the right to award multiple contracts as a result of this solicitation.
2. **Project Scope:** The specific scope of work for each project shall be determined in advance and in writing between the Owner and the Contractor.
3. **Project RFP:** The Owner shall prepare a Project Request for Proposal (RFP) for each project. The Project RFP will identify the project and describe the intended scope and character of the project, the schedule for the project, and the basic services to be provided by the Contractor for the project.
 - a. Some funding sources, including federally funded projects, may stipulate Davis-Bacon and Related Acts prevailing wage rates, certified payroll and/or other special conditions. Contractor will be notified if any special wages, conditions or requirements are mandated prior to providing the Project Proposal.
4. **Project Proposal:** In response to a Project RFP, the Contractor shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:
 - a. A narrative description of Contractor's understanding of the project scope of work;
 - b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
 - c. A description of particular phases of the scope of the work, if applicable;
 - d. A Fee Proposal detailing:
 - 1) the total fee for providing the basic services expressed as a "Not to Exceed" amount;
 - 2) the total fee for providing additional services expressed as a "Not to Exceed" amount; and
 - 3) the total anticipated amount for reimbursable expenses;
 - e. A proposed date to commence the work
5. **Project Proposal Review:** The Owner and the Contractor shall review Contractor's Project Proposal and negotiate any changes, clarifications or modifications thereto. The Contractor shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.
6. **Notice to Proceed:** Upon approval of a Project Proposal by the Owner, the Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the work identified in the Project Proposal on the date specified in the Notice. The Notice to Proceed shall include a Purchase Order number specific to the project.
7. **Documentation/As-Builts:** The Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Contractor shall bear the cost of providing all plans, specifications and other documents used by the Contractor and its consultants.
8. The Contractor engaged on any given project will be responsible for providing all labor and materials as requested by the Alamo Colleges Districts for timely completion of the work in accordance with the

rates proposed and Alamo College District specifications.

9. Any estimated quantities listed in this CSP are estimated annual requirements and are not to be construed as a guaranteed quantity to be purchased under the terms of this contract.

B. General Specifications for Painting Services Contract:

1. The contractor will provide Painting Services to assist the Alamo Colleges District with renovations, remodels and maintenance of existing facilities which include single and multi-story buildings. The awarded Contractors shall also offer drywall, plaster and EIFS installation/repair services.
2. The contractor shall have an established shop, and be able to provide the physical address for its location. It is expected that the contractor be able to arrive within two (2) business days after being contacted by the Alamo Colleges District Facilities Operations & Construction Management Department to perform services. All work is expected to commence promptly after receiving an Alamo Colleges District issued Purchase Order, and to be completed in one week or less dependent upon the circumstance.
3. Furnish all labor, materials, services, tools and incidentals necessary for completion of this section of the work.
4. All equipment rentals shall be billed at cost by the contractor. Include copy of invoice with pay app.
5. Normal Working Hours for the Alamo Colleges are from 7:00 a.m. to 6:00 p.m. Monday through Friday; except for some observed federal, state and local holidays.
6. The Alamo Colleges District is sensitive to the needs of the students in their effort to acquire a quality education. In order to minimize disruption to routine and planned activities and maintain a safe environment where students can move around safely, it may be necessary to conduct work outside of normal working hours. It may also be necessary to limit the use of certain equipment during certain hours in an effort to mitigate noise and other disturbances. The contractor may be required to work after hours or on weekends, sequence or stage work as required by Alamo Colleges District. A request for scheduled afterhours work is not considered an Outside Prime Time request and Outside Prime Time rates will not apply.
7. Contractor shall designate a representative primarily responsible for Contractor's services under this Agreement. The designated representative shall act on behalf of Contractor with respect to all phases of Contractor's services and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior written approval of the Owner.
8. Contractor shall respond with a Project Proposal within two (2) business days of being requested by ACCD Facilities Operations & Construction Management Department to perform services. All work is expected to commence as scheduled after receiving a Notice to Proceed and an Alamo Colleges District issued Purchase Order.
9. The Alamo Colleges District may provide paint or other special products to be used for the project. In all such cases, the Owner will notify the Contractor of the intent to furnish such materials or equipment prior to Contractor's submission of a proposal.
10. Landscaping, hardscapes and irrigation systems must be protected from damage with track mats or other acceptable methods. If landscaping, hardscape or irrigation systems are damaged, it is the responsibility of the contractor to repair and return the area to the original state. Methods and results must be approved by ACCD.
11. The Contractor is required to provide each employee who will be performing work on Alamo Colleges

District property with a company issued photo identification card. The card must be in the employee's possession and visible at all times while employed on Alamo Colleges District property. Employees arriving on the project site without proper identification will not be allowed to work.

12. No work shall commence prior to issuance by the awarded Contractor(s) of a written Project Proposal. The Proposal will be reviewed by Alamo Colleges District and if it is acceptable a purchase order will be issued by the Purchasing and Contract Administration Department. This Purchase Order will serve as notice to proceed to the Contractor. All work schedules shall be coordinated with and approved by the Alamo Colleges District Facilities Operations & Construction Management authorized representative. The District shall endeavor to provide the Contractor with one week or more notice prior to the need for the Contractor's services.
13. The Contractor shall test and inspect all painting and drywall work in the presence of an authorized representative of the Alamo Colleges District Facilities Operations & Construction Management Department. Failing work shall be repaired or replaced at no additional cost to the District.
14. All work shall be done under the overall direction of Alamo Colleges Districts' authorized representative and under the direct supervision of the Contractor. Deviation from the plans and specifications shall only be made with the approval of the Alamo Colleges District Facilities Operations & Construction Management authorized representative. All work must meet and/or comply with all City, County, State and Federal Codes.
15. During the progress of the work, the contractor shall keep the premises and work site free from accumulations of all refuse, rubbish, scrap material, and debris caused by his operations. The work site shall present a safe, neat, orderly and workmanlike appearance. Loading, carting, hauling and dumping will be at the contractor's expense. The contractor will protect all areas from oil spills and be prepared for immediate cleanup of any spills and proper disposal of material from spill.
16. The Alamo Colleges District's restrooms shall not be used for washing tools and equipment or disposing of any debris or residue into sinks, commodes, or trash containers.
17. The Alamo Colleges District is located in an environmentally sensitive area, therefore care must be taken to prevent contamination by spills or disposal of debris or residue into the storm sewers or natural watercourses in and around the campus. An ACCD representative must be notified immediately of any spillage of any material on campus or district property including oil from equipment or vehicles.
18. If the Contractor fails to properly clean up at the end of each work day the Alamo Colleges District reserves the right to employ another firm to complete the cleanup and charge the cost thereof to the contractor. If the Contractor fails to properly repair or replace any damaged building systems, equipment, landscaping, irrigation, etc. within 24 hours the Alamo Colleges District reserves the right to employ another firm to complete the repairs and/or replacement and charge the cost thereof to the contractor.
19. Work performed must comply with all applicable OSHA standards.
20. Contractor shall clearly mark all work areas that might reasonably be expected to endanger the health or safety of faculty, staff, students, or guests of the Alamo Colleges District. Contractor shall provide signs, markers, metal plates and/or barricades as required to identify and minimize any dangers or hazards.
21. Contractor shall notify ACCD Facilities when the work has been completed. When practicable, the Contractor shall review the nature of the repair or maintenance at the work site. When such review is not possible, ACCD reserves the right to request a review within forty eight (48) hours of completion of work.

22. At the completion of the work, contractor shall remove all tools and equipment from the work site and leave the work area in its "pre-service" condition.
23. All accumulated debris, scrap materials, defective parts or bad equipment removed in the performance of the service shall be disposed of in strict compliance with all applicable environmental rules, regulations, codes, ordinances, and laws.
24. All work shall be performed in a competent and workmanlike manner consistent with all industry standards for commercial painted finishes. Contractor shall provide a minimum one (1) year warranty on all labor and Contractor supplied products/materials from the date of Substantial Completion.

C. Guidelines for Labor:

Qualifications for labor provided under this contract shall be as specified herein:

1. All work must be completed to journeyman level in accordance with standard practices of the painting trade. Work involves performing skilled task in painting, finishing surface of walls (to include Exterior Insulation Finishing System), building, equipment, parking lots, signs, and additional structures. Spray work is not allowed except as specifically approved by the site Superintendent in writing.
2. All wood surfaces must be sanded to a smooth even surface and cleaned. After applying primer all holes must be filled with putty or stained to match. Wood surfaces except natural or stained must be primed and painted with two coats of semi-gloss acrylic latex paint. Natural and stained wood surfaces must have one coat of interior clear base and two coats of interior Acrylic Polyurethane Satin Finish. Each paint coat must be sanded to produce an even smooth finish.
3. Metal surfaces must be thoroughly cleaned and all unstable surface materials such as oil, rust and scale, etc. removed by sandblaster, wire brush, etc. Metal surface must be prepped with a water based metal inhibitive or direct-to-metal (DTM) wash primer, and then painted with two coats of latex semi-gloss enamel or Alkyd enamel gloss rust retardant enamel.
4. Gypsum board must be taped, floated, sanded and textured for the smooth application of paint. Texture finish will be selected by the owner. One coat of primer and two coats of semi-gloss interior enamel must be applied for enamel finishes. One coat of quick drying latex primer-sealer and two coats of semi-gloss Acrylic latex must be applied for epoxy finishes.
5. Concrete wall must have multiple coats of masonry filler (minimum of two coats), and two coats of semi-gloss latex enamel paint.
6. All caulking must be uniformly and properly applied. All surfaces to finish joints must be tight and accepted by the owner.
7. Before painting remove hardware, plates, light fixture, etc., and replace upon completion of work.
8. Parking lot striping will be done with the use of parking stripping equipment, straight edges or string lines, this includes the painting of parking lot symbols where needed.
9. Drop cloths shall be laid in all areas to be painted to protect floors and other surroundings. Protect all existing materials and furnishings. Contractor is responsible for any damage caused to Alamo Colleges District's property or to the work of others by executing the work herein. Replace or repair, at own expense, materials or furnishings damaged to such extent that they cannot be restored to "as new" condition.
10. Materials must be stored in a satisfactory area or where directed by Alamo Colleges District. Oily rags and waste must be removed from the building every night and under no circumstances shall they be allowed to accumulate.

11. In addition to Painting or repair, a Journeyman shall be responsible for the direct supervision of apprentices/trainees/helpers assigned to them under the overall direction of the Alamo Colleges District Facilities Operations & Construction Management Site Superintendent. At no time shall a Journeyman supervise more than two workers; either apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a Journeyman. The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.
12. Contractor shall provide their employees with all hand tools and consumables required to complete each project. Contractor and contractor's employees shall be responsible for security of their tools and consumables.
13. Bidder must be capable of providing service on weekends, holidays and emergency situations as determined by the Alamo Colleges District.
14. All work is subject to inspection and approval by the Alamo Colleges District. Alamo Colleges District will reimburse the contractor the direct cost for any required municipal permit fees or municipal inspection fees.
15. The Contractor's personnel shall check in prior to commencing work with the on-site Alamo Colleges District Facilities Operations & Construction Management Superintendent. The Contractor shall provide two copies of an employee log sheet for signature approval by the Superintendent at the end of each workday or shift. The log sheet shall list each employee's name, job classification and number of hours worked for each workday/shift. The Superintendent will retain one copy of the log and the other will be given to the Contractor.
16. The Contractor's personnel must have the following:
 - a. knowledge of the methods, materials, brushes, tools and equipment used in the painting trade;
 - b. skill and ability in applying paints to various surfaces; and the ability to judge the proper paint requirements for all kinds of surfaces;
 - c. familiar with the anti-corrosive treatment of metals;
 - d. knowledge of application of protective and decorative paints and finishes to a variety of surfaces;
 - e. knowledge of preparing various surfaces for painting, repairing, finishing, and refinishing;
 - f. knowledge of all applicable safety precautions and regulations required for the application, handling, and storage of painting materials as required by state and federal law, including erecting and working on ladders, swing stages, rigging, and scaffolds; and
 - g. knowledge of hazardous or toxic materials and the protection and safeguards required when working with or controlling such materials.
17. Unless otherwise directed, each coat shall be viewed by the site Superintendent or their designated personnel before applying succeeding coats.
18. Each coat of paint shall have a different value but be of the same hue except first coat, which shall be white except for varnishes and stains.
19. Should question arise over the number of coats applied to an area or space which was not inspected as stated above, the owner may, at his option, require additional coats to be applied and the work shall be performed by this Contractor without additional charge.

F. MANUFACTURERS

1. The first line product of the following manufacturers shall be selected for use throughout the project:

Sherwin Williams
Kelly Moore
Pratt and Lambert

Pittsburgh
Benjamin Moore
ICI

2. Substitution submittal shall list the specified location and paint product number along with the proposed substitute paint product type and number or name
3. Manufacturer shall have a paint outlet that is staffed during normal 8:00 a.m. to 5:00 p.m., Monday through Friday work week with full line of stocked paints and with full match and mix capabilities for custom colors.

- G. Services are to be performed at the following Alamo Colleges locations/campuses. Additional sites may be included during the term of the contract.

Alamo Colleges Administration Bldg.
811 W Houston Street
San Antonio, TX 78207

George E Killen CESC
201 W Sheridan
San Antonio, TX 78204

7980, 7982, 7990 Offices
Pat Booker Road
Live Oak, TX 78233

Alamo University Center
8300 Pat Booker Road
Live Oak, TX 78233

Northeast Lakeview College
1201 Kitty Hawk Road
Universal City, TX 78148

Northwest Vista College
3535 N Ellison Drive
San Antonio, TX 78251

Palo Alto College
1400 W Villaret Blvd
San Antonio, TX 78224

San Antonio College
1300 San Pedro Avenue
San Antonio, TX 78212

St. Philip's College
1801 Martin Luther King Drive
San Antonio, TX 78203

St. Philip's College Southwest Campus
800 Quintana Road
San Antonio, TX 78211

Workforce Center of Excellence
203 Norton St.
San Antonio, TX 78211

Westside Education and Training Center
563 SW 40th St.
San Antonio, TX 78237

Central Texas Technology Center
2189 FM 758
New Braunfels, TX 78130

First Responders Fire Academy
15775 IH 35 S
Atascosa, TX 78002

Eastside Education and Training Center
4551 Dietrich Rd.
San Antonio, TX 78219

The anticipated date for award of contract is July 2017.

SECTION 2
TERMS AND CONDITIONS OF THE CSP AND SUBMISSION OF PROPOSAL

A. Terms and Conditions of the CSP:

1. Award of Contract

Award will be made to the Offeror which provides the best value to the Alamo Colleges District on the basis of the published evaluation criteria, and not solely based on the purchase price. Alamo Colleges District reserves the right to accept or reject any and/or all proposals, and to waive any and/or all formalities and irregularities in the proposals received and re-solicit, as deemed necessary.

The selection and award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. Respondent(s) who submit a proposal may be required to make an oral presentation(s) of their proposal to Alamo Colleges District.

2. Minimum Qualifications

The respondents to this CSP must have the following minimum qualifications. Failure to meet minimum qualifications is grounds for rejection. Proposals submitted without this information will not be evaluated.

- a. Offeror(s) must affirm in writing and include with proposal: Bidders must have at least 3 years of painting experience in providing painting services of comparable size to the Alamo Colleges District.
- b. Offeror(s) must affirm in writing and include with proposal: Bidders must have at least three successful references for which services of a comparable nature, scope and complexity have been provided by the firm.

3. a. Evaluation Criteria

Only those proposals meeting the minimum qualifications will be evaluated. Responses to the following items will be evaluated in accordance with the criteria in the Evaluation Table.

The proposal must contain the following information, which will serve as the basis for the evaluation. Please be complete and concise in all responses to all required items. Respond to each item separately beginning each response with the question asked.

- 1) Alamo Colleges District will consider the following criteria in evaluation of the proposals

Evaluation Table

<u>Criteria</u>	<u>CSP Reference</u>	<u>Weighting</u>
Purchase Price	Section 3	25%
Reputation of the Vendor and of the Vendor's Goods or Services:	Section 2:	
- Any litigation against the firm.	A.3.b.2.a	5%
- References.	A.3.b.2.d	5%
- Warranty.	A.3.b.2.c	10%
Quality of Vendor's Goods and Services:	Section 2:	
- List of policies and procedures followed to maintain service excellence.	A.3.b.2.b	15%
Extent to Which the Goods or Services Meet the District's Needs:	Section 2:	

<u>Criteria</u>	<u>CSP Reference</u>	<u>Weighting</u>
- Background and experience in providing services.	A.3.b.2.e	10%
- Lead-time required.	A.3.b.2.f	5%
- Experience Modification Rate	A.3.b.2.h	10%
Any other relevant factor specifically listed in the request for proposal.	Section 2:	
- Health & Safety Plan	A.3.b.2.g	5%
- OSHA Recordable Incident Rates (RIR)	A.3.b.2.i	5%
- OSHA Lost Workday Case Incident Rates (LWCIR)	A.3.b.2.j	5%
Total:		100

- 2) Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques including, but not limited – we reserve the right to choose the best method. Award will be made on a best value basis.
- b. In response to this CSP, please provide information regarding the following matters:
- 1) Purchase Price:
In reference to Section 3 of the CSP, the Offeror must provide a detailed explanation of how the proposed fees were derived for the service items listed.
 - 2) Reputation of the Vendor and of the Vendor's Goods or Services:
In response to the Invitation for Bid, please provide information regarding the following matters
 - a) List any litigation against your firm which has been adjudicated within the past five years. Provide a brief description of the cause of action and the final outcome.
 - b) List policies and procedures your firm follows to maintain service excellence. Describe how you will measure the quality of service provided to the Owner for this Scope of Services. List any awards or recognitions your firm has received for good service.
 - c) Describe your warranty service support philosophy and warranty service implementation plan for this Scope of Services.
 - d) Bidder must provide a list of names, address, contact person and phone numbers of at a minimum of three (3) but not more than five (5) client references for which equipment and services of a comparable nature, scope and complexity have been provided by your firm. References must be for services performed in the name of the company submitting the Bid; work performed by employees, subcontractors or representatives while engaged by another company does not qualify as an acceptable reference. Projects for client references should have occurred within the last five (5) years. References (including school districts, higher education institutions, or other political subdivisions) shall be of comparable size to Alamo Colleges.
 - e) A brief discussion of your firm's background and experience in providing the requested goods and services for academic institutions.
 - f) Describe the amount of lead-time required to provide experienced employees on site to provide non-emergency contracted services.
 - g) Submit in its entirety your company Health & Safety Plan.
 - h) Identify your company's Experience Modification Rate (EMR) for the three (3) most recent annual insurance-year ratings.
 - i) Identify your company's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years.

- j) Identify your company's annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.

4. Acknowledgment of Addenda

Any clarifications or interpretations will be issued in written addendum form, and such addenda will be included as part of the Proposal Documents. Only written interpretations or corrections officially issued by an addendum shall be binding.

5. Release of Information

The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

6. Insurance

The insurance requirement is enumerated in Section 8.

- 7. Errors/omissions made in the proposal responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.

- 8. Written questions must be received at least seven (7) calendar days prior to deadline for proposals. Alamo Colleges District is not responsible for misdirected or undelivered submissions.

- 9. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal or award of this proposal. Additionally, it is understood that a firm's or individual's giving practices will be of no advantage in consideration of the award of this proposal.

- 10. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this proposal.

- 11. Proposals must be valid for one hundred twenty (120) days after closing date for evaluation purposes.

12. Offeror must state on the proposal form whether they owe State of Texas margin taxes (formerly franchise tax).
13. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
14. Alamo Colleges District will not reimburse Offerors responding to this CSP for any expenses incurred in preparing or presenting proposals. Alamo Colleges District reserves the right to retain all proposals and to use any ideas submitted in a proposal regardless of whether the proposal is selected.
15. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the CSP is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by Alamo Colleges District. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.
16. Notification of Criminal History of Contractor. A person or business entity that enters into a contract with Alamo Colleges District must give advance notice to the Alamo Colleges 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.

Alamo Colleges District may terminate a contract with a person or business entity if the Alamo Colleges District determines that the person or business entity failed to give notice as required by the previous paragraph or misrepresented the conduct resulting in the conviction. The Alamo Colleges District must compensate the person or business entity for services performed before the termination of the contract. The criminal history notification requirement does not apply to a public held corporation.

17. Family Code. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
18. Texas Resident Information: Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.
19. Disclosure of Interest: All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the proposal which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.
20. District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to

the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member or College District employee other than authorized Purchasing and Contract Administration Department personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

Proposers who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or other future procurement opportunities after Board of Trustees review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the Chancellor.

21. The Alamo Colleges District make environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organization in order to be deemed environmentally preferable.
22. Student Internship Program: The Alamo Colleges District are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance (A-CEP). Offerors are encouraged to participate in this program which offers real life learning experiences for students in a workplace setting. For further information about the program, please contact Martha Trevino at 210/486-5469 or mtrevino114@alamo.edu
23. Continuous Improvements: Offeror is to propose a plan for improving service delivery during the contract period.

The Services provided under this Agreement shall enhance the quality of life on the campus. The contractor shall perform in such a way as to contribute to the prestige of the Alamo Colleges District by providing a solid business operation. Service delivery must gradually evolve (and not remain static) in order to continue to be successful. As a result, receptivity to new ideas should be demonstrated by the contractor's staff and proposed to Alamo Colleges District. Contractor shall be alert to changing service trends, new market forms, and changing patterns that evolve throughout the service industry. With input from the Alamo Colleges District, methods of service delivery in all operations should be continually reviewed to increase usage, improve service, and maximize value to the Alamo Colleges District.

The Contractor will be required to propose suggestions for improving service delivery. Proposed suggestions should include brief illustrations, descriptions, breakdown of estimated cost, and suggested schedule of when work should be started and completed.

24. Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District' premises on a regular basis: Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker's authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges District its compliance with any of its obligations in this Agreement.
25. In accordance with HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of

Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is https://www.ethics.state.tx.us/whatsnew/elf_info_form1295

26. Mission, Vision, and Values: We believe that economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted policy that includes our Vision, Mission, and Values: [Alamo Way](#)

In support of our policy, the purpose of this segment is to enhance recognition by contractors for our efforts. As a valued member in our procurement process, we ask that your company demonstrate their commitment to serving students by becoming actively engaged in recognizing the Alamo Colleges District Mission, Vision, and Values.

B. Preparation of Proposals:

1. Offerors are expected to examine the complete Request for Competitive Sealed Proposal documents and all attachments. Failure to do so will be at the Offeror's risk.
2. Each Offeror shall furnish the information required by this Request for Competitive Sealed Proposal.

C. Submission of Proposal:

1. Signed and sealed proposals shall be submitted prior to 2:00 pm. local prevailing time on May 30, 2017. Offeror must provide one (1) original, five (5) bound copies and one (1) electronic copy on flash/thumb drive (preferred format for electronic copy is Word or PDF), and delivered to:

By U.S. Mail or Courier Service to the following address:

Alamo Colleges District
Purchasing and Contract Administration Please use the correct template
Re: Purchase of Painting Services
CSP # 17A-014
1819 N. Main Ave., Box 693
San Antonio, TX 78212-4299

By hand delivery by Offeror to the following address:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Painting Services
CSP # 17A-014
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, TX 78212-4299

Proposals received will be publicly acknowledged in the Conference Room #401. Any proposals received after that time and date will be rejected and returned unopened. No proposal may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of proposals. E-mailed or faxed proposals will not be accepted.

2. Proposals should be submitted in narrative form comprehensively covering all points in Scope of Work and CSP Requirements in the order listed.

3. Proposals shall not exceed fifty (50) single sided 8-1/2 x 11 sheets. The following items are not counted in the page limit: front and back cover pages; cover letter (not to exceed two pages); sheet/chapter dividers; resumes, CSP pages requiring execution; and certificate of non-collusion.
4. Each Offeror shall determine whether their current business relationship with the District or an elected official of the District is subject to the requirements of Local Government Code section 176.001 and 176.006. Should the Offeror meet the stated requirements of the referenced legal sections, form CIQ (Section 7) shall be completed and submitted to the Alamo Colleges District in accordance with section 176.006.
5. Upon submission of a response, you agree to the following:

In accordance with the Alamo Colleges District Policy C.1.5 (Policy) The Purchasing & Contract Administration recommendation and summary analysis will be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and will be viewable by the public on the Friday prior to the Tuesday Committee meeting where the contract award will be considered. Alamo Colleges District will use best efforts to notify you by email shortly before the availability date for their proposals.

Alamo Colleges District' competitive proposal procedures are largely mandated by statute and do not permit the renegotiation of proposals after the submission deadline has passed. However, should you believe that Alamo Colleges District has made a calculation error regarding your proposal after reviewing the limited web-available summary analysis; its Purchasing & Contract Administration Department offers an opportunity for proposers not recommended for contract award to submit comments or engage in discussion concerning the proposed contract award promptly after the contract award recommendation is made public. Written comments may be submitted, or a meeting can be scheduled at your request. Consent to Alamo Colleges District' recording of any verbal interview, at its discretion, is a condition of any interview. This opportunity will be subject to any additional requirements that may appear in any notice that you may receive from the Purchasing and Contract Administration Department in order to be considered. Efforts to contact individual Trustees or Alamo Colleges District' employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

SECTION 3
PROPOSAL PRICING SCHEDULE

Proposal Pricing of: _____
Offeror Name

1. **Maximum Per Hour Billing Rates:** Include all trip charges, travel expenses, fuel-surcharges and estimates, etc. This shall also include actual direct salaries and wages plus all payroll taxes and benefits including, but not limited to, Federal and State Unemployment, Social Security and Medicare, Worker's Compensation, Health and Insurance, Pension, Vacation and Holiday, etc.

a. Prime Time hours of service delivery are 7:00 AM – 6:00 PM, Monday – Friday.

Job Classification	Maximum Per Hour Billing Rate (Prime Time)	Maximum Per Hour Billing Rate (Outside Prime Time)
Price per Helper/Laborer	\$ /hour	\$ /hour
Price per Apprentice/Trainee	\$ /hour	\$ /hour
Price per Journeyman Painter	\$ /hour	\$ /hour
Price per Finisher	\$ /hour	\$ /hour
Price per Foreman	\$ /hour	\$ /hour

b. Some funding sources, including federally funded projects, may stipulate Davis-Bacon and Related Acts prevailing wage rates, certified payroll and/or other special conditions. Contractor will be notified if any special wages, conditions or requirements are mandated prior to providing the Project proposal. Owner will review all special project pricing and approved amounts shall be added to the above PRICING SCHEDULE as required to be in compliance.

Note: Rates listed are applicable to review and approval of change orders and work outside of prime time.

2. In order to better evaluate your proposal capabilities, please **furnish a cost for the following job** examples. Please provide detailed fee schedule to support your job examples.

JOB EXAMPLE "A"

Supply and installation of a 1,000 sq. ft. 4' X 8" – 5/8" type X new drywall with all necessary taping, priming and two coats of finish with Sherwin Williams.

Please provide job sample as an attachment to proposal submission clearly labeled Job Example "A" Pricing.

Job Example "A" Detailed Pricing: \$ _____

JOB EXAMPLE “B”

Caulk, prime, and paint two coats flat latex (Sherwin Williams) on walls and ceiling of a 14' X 14' room with two (2) 6' X 5' windows.

Please provide job sample as an attachment to proposal submission clearly labeled Job Example “B” Pricing.

Job Example “B” Detailed Pricing: \$_____

SECTION 4
OFFEROR'S CHECKLIST

- A. Have all specifications and features been met? Yes _____ No _____
If no, please explain: _____
- B. Has the Offeror provided a list of names, address, contact person, and phone numbers of a minimum of three (3) but not more than five (5) client references (including school districts, higher education institutions, or other political subdivisions) for which equipment and/or services of a comparable nature, scope and complexity have been provided by your firm? Yes ___ No ___
- C. Has the certificate of non-collusion been signed? Yes _____ No _____
If no, please explain: _____
- D. Does Offeror owe any State of Texas Margin taxes? Yes ___ No ___
If yes, please explain: _____
- E. Is the person submitting this proposal currently more than thirty (30) days delinquent in child support payments? Yes ___ No ___ If yes, please explain: _____
- F. Location of Principal Place of Business (City/State): _____
- G. If neither offering company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas? Yes ___ No ___
- H. Does the Offeror have any information to disclose about past or current relationships that may impact the Offeror's service? Yes ___ No ___
- I. Does the Offeror agree to "hold harmless", defend at its own expense and indemnify Alamo Colleges District against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes _____ No _____
- J. Has one (1) unbound original, five (5) bound copies, and one (1) electronic version on flash/thumb drive of the proposal been submitted with Offeror's response? Yes ___ No ___
- K. Does the Offeror meet all specific requirements imposed by federal, state or local laws or rules and regulations? Yes ___ No ___
- L. Offeror agrees to comply with all the stated requirements in this request for proposal. Any exceptions must be stated in the proposal response. Yes ___ No ___
Exceptions: (Use additional pages, if necessary) _____
- M. Has all requested information in the CSP been addressed? Yes _____ No _____
- N. How did Offeror learn about this project?

SECTION 6
PROPOSAL CERTIFICATION

I certify that I, the undersigned, am duly authorized to execute this certification. I have carefully reviewed the CSP documents and any attachments, and agree to abide by all terms and conditions contained therein.

Further, I certify that all statements and documents submitted by my firm/company are true and accurate and may be verified by Alamo Colleges District. It is recognized that all parts of the proposal response become the property of Alamo Colleges District and will not be returned.

Signature

Email Address

Printed Name

Telephone Number

Title

Fax Number

Firm / Offeror Name

SECTION 7

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.00(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

SECTION 8
TERMS AND CONDITIONS OF THE CONTRACT



A L A M O
C O L L E G E S
D I S T R I C T

**COMPETITIVE PROCUREMENT
SERVICES AGREEMENT
BETWEEN
ALAMO COMMUNITY COLLEGE
DISTRICT
AND**

This Agreement is entered into by and between Alamo Community College District (ACCD), a political subdivision of the State of Texas (“Alamo Colleges District”) and _____, located at _____, _____, ___ (“Contractor”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges District is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip’s College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

WHEREAS, Alamo Colleges District published a competitive procurement solicitation (“Request”), designated CSP #17M-014 to obtain Painting Services for Alamo Colleges District at its campus locations and district offices; and

WHEREAS, Contractor responded to such Request and desires to provide such services to Alamo Colleges District according to the terms of such Request as herein augmented and/or modified.

NOW THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Alamo Colleges District and Contractor hereby agree as follows:

1. DEFINED TERMS.

- 1.1 “**Project**” means to provide Painting Services for the Alamo Colleges District at its campus locations and district offices.
- 1.2 “**Project Coordinator**” means the designated employee of Alamo Colleges District who will manage the relationship between Alamo Colleges District and Contractor. The designated employee will be knowledgeable of the Project and be experienced in managing projects similar to the one established herein.

2. PROJECT OBJECTIVE(S) AND SCOPE.

To provide Painting Services on an Indefinite Delivery Indefinite Quantity basis for the Alamo Colleges District at its campus locations and district offices. The scope of services is required to assist the Alamo Colleges District with renovations, remodels, and maintenance of existing facilities. The scope of services will need to include the following: priming, painting, caulking, drywall repair, drywall taping, plaster repair, Exterior Insulation Finishing System (EIFS) repair, sanding, mudding and hanging.

3. **PROJECT DELIVERABLES.**

3.1 **Contractor agrees to:**

- a. Provide written project proposal;
- b. Provide painting services on an Indefinite Delivery Indefinite Quantity basis; and
- c. Furnish all labor, materials, services, tools and incidentals necessary for completion of the requested work.

3.2 **Alamo College agrees to:**

- a. Provide overall direction.

4. **SUPPLEMENTAL DELIVERABLES OR RATE CHANGES.** Additional services resulting from project modifications or changes will be performed at Contractor's discretion with Alamo Colleges District' written approval and will be invoiced at the then current Contractor service rates.

5. **ACCESS.** The Parties agree to grant one another, their employees and agents assigned to the Project reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.

6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.

7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.

8. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties agree to comply with all applicable provisions of the Family Education Rights and Privacy Act 20 (USC §1232g), and all other law and regulations applicable to the operation of Alamo Colleges District and the Project. The Parties agree to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. The Parties further agree to make no distinction on the basis of race, color, gender, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. For the purpose of this Agreement, such distinctions include, without limitation, the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.

9. **INSURANCE.**

9.1 Alamo Colleges District maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.

9.2 Contractor shall obtain at its own cost insurance to its activities pursuant to this Agreement at the following minimum levels of coverage:

WORKERS' COMPENSATION

STATUTORY

Must include coverage for alternate employers and borrowed servants

EMPLOYER'S LIABILITY	
Each Accident (bodily injury)	\$1,000,000.00
Policy Limit (bodily injury by disease)	\$1,000,000.00
Each Employee (bodily injury by disease)	\$1,000,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Aggregate Limit (products/completed operations)	\$2,000,000.00
Each Occurrence (products/completed operations)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
BUSINESS AUTOMOBILE LIABILITY	
Combined Single Limit (bodily injury/property damage)	\$1,000,000.00
Must include all owned, non-owned and hired vehicle	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000.00
POLLUTION ON-SITE LIABILITY (if services present risk)	
Each Occurrence	\$1,000,000.00

Contractor shall, at the time of execution of this agreement, provide Alamo Colleges District with a copy of a certificate of insurance evidencing all applicable required policies which must list "Alamo Community College District" as a NAMED ADDITIONAL INSURED and beneficiary of contractual indemnification coverage and waiver of subrogation.

The Workers' Compensation, Commercial General Liability and Business Automobile Liability policies will, to the fullest extent allowable by Law, include a waiver of subrogation in favor of Alamo Colleges District. The Commercial General Liability policy will (i) include Alamo Colleges District as additional insured and (ii) be primary and non-contributory with respect to any insurance or self-insurance maintained by Company. The Errors and Omissions policy will include Alamo Colleges District as additional insured. Any additional insured endorsement may be either specific to the Company Insured Group or "blanket" or "automatic" (i.e., addressing any person or entity), as required by contract. Thirty (30) days' notice of cancellation should be provided for all policies. Contractor agrees to waive subrogation against the Alamo Colleges District, its officers, employees, and elected officials, and elected representative for injuries, including death, property damage, or any other loss to the same may be covered by the proceeds of insurance.

10. PAYMENT.

10.1 Contractor shall submit all invoices to Alamo Colleges District at the following address:

Alamo Colleges District
Accounts Payable
811 W. Houston, San Antonio, TX 78207-3033
Email: dst-accountspayable@alamo.edu

Invoices must include the purchase order number, date of service, name of college, and a description of service.

10.2 Alamo Colleges District will pay approved invoices within forty-five (45) days of receipt. Invoices shall be sent on a net 45 basis unless discount terms are offered.

- 10.3 Payments for goods and/or services may be made either by Alamo Colleges District Procurement card (Pcard) or by direct deposit to the vendor/contractor's designated banking account. Potential offerors may comment or submit questions concerning compliance with this requirement in accordance with the instructions for submission of questions prior to the receipt of proposals. Vendor/contractors wishing to participate in direct deposit may obtain the necessary form at <http://www.alamo.edu/district/fiscalaffairs.html>, click on "forms" and select "direct deposit form-expenses."
- 10.4 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice ("Final Invoice") which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by Alamo Colleges District, Alamo Colleges District will pay ("Final Payment") to Contractor the amount due under the Final Invoice under the terms established by Texas law.
- 10.5 Notwithstanding any provision to the contrary, Alamo Colleges District will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.
- 10.6 **Delinquency in Payment** – If the Contractor is a corporation and becomes delinquent in the payment of its Texas Margin Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied. The Contractor may not be included on a list of vendors debarred from doing business with the State of Texas or the U.S. Federal government.
11. **TERM AND TERMINATION.** The Term of this Agreement shall commence on date fully executed and terminate on **August 31, 2017**, and have three, one year options to renew upon mutual consent and by written agreement signed by both parties.
- 11.1 **Termination without Cause.** If either Alamo Colleges District or Contractor desires to terminate this Agreement, each may do so without any liability therefore by delivering written notice to the other party no later than sixty (60) days prior to termination. Contractor's fees due on termination without cause will be prorated based on the portion of authorized work completed.
- 11.2 **Material Breach.** This Agreement may be terminated by Alamo Colleges District for breach of any material terms or conditions of this Agreement by Contractor, which breach is not corrected by Contractor within ten (10) calendar days after written notice thereof is given to Contractor.
- 11.3 **Current Revenues Only.** Alamo Colleges District commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges District Board retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during its initial and renewal terms. The Alamo Colleges District Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges District' obligations under the Agreement, consistent with the maintenance of reasonable reserves.
12. **LICENSES, PERMITS, TAXES AND FEES.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
13. **GENERAL TERMS.**
- 13.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for

notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.

Notices to Alamo Colleges District:

Facilities Operations & Construction Management
John Strybos
Alamo Colleges District
7990 Pat Booker Rd
Live Oak, TX 78233
Email: jstrybos@alamo.edu

With Copy to College:

Purchasing and Contract Administration
Gary O'Bar, C.P.M.
Alamo Colleges District
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, TX 78212-4299
Email: dst-purchasing@alamo.edu

Notices to Contractor:

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- 13.2 **Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 13.3 **Identity Theft Prevention and Notification.** Consultant's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District' employees, students, and/or vendors. Consultant agrees to use best practices to prevent identity theft and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement.
- 13.4 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not, in total or part, be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of both parties. Sixty (60) calendar days' written notice is required for any change in status.
- 13.5 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges District' Request, as well as those provisions of Contractor's response to that Request ("Response") that did not reject the requirements of that Request, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 **Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 **Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible

by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.
- 13.15 Indemnification and Release.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District' facilities("Claims"). Contractor's duty to indemnify, defend, and hold

harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF SUCH INJURY, DEATH OR DAMAGE WAS CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

- 13.16 Release of Liability.** CONTRACTOR HEREBY RELEASES Protected Parties from all liability for any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY, whether contributory, sole, or joint, PAST OR FUTURE, arising out of this Agreement.
- 13.17 Release of Information.** Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.
- 13.18 Independent Contractors.** Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Contractor and Alamo Colleges District further agree that nothing in this Agreement shall be construed to create a borrowed servant status with the employees of the other party.
- 13.19 Records.** Contractor agrees to keep all financial and supporting documents, statistics, and any other records pertinent to this Agreement throughout its Term and for one (1) year thereafter, but for five (5) years thereafter if any portion of any payment hereunder is made from grant-sourced funds. Contractor further agrees that Alamo Colleges District or any grantor of payment funds, or any of their duly authorized representatives, at any time, will have access to, and the right to audit and examine, any such records for the purpose of financial audit or business practice review and to refund any overpayments disclosed by any such audits.
- 13.20 Assignment-Delegation.** No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District. All correspondence will be directed to the Alamo Colleges District Purchasing and Contract Administration Department, 1743 N. Main Ave., Bldg. 41, Room 101, San Antonio, Texas 78212. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

