



ALAMO
COLLEGES
DISTRICT

PURCHASE OF RECYCLE AND GARBAGE
COLLECTION/DISPOSAL SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

CSP NO. 19M-004

Release Date: January 8, 2019

Proposals must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Pre-Proposal Meeting: January 23, 2019, 3:00 p.m.

Proposal Deadline: February 7, 2019, 2:00 p.m.

TABLE OF CONTENTS

Key Dates and Information

General Information

- A. CSP Project Scope
- B. Description of Alamo Colleges District
- C. Definition of Terms

Section 1: Scope of Work

- A. Scope of Work
- B. Statement of Work

Section 2: Terms and Conditions of the CSP & Submission of Proposal

- A. Terms and Conditions of the CSP
- B. Preparation of Proposals
- C. Submission of Proposal

Section 3: Proposal Pricing Schedule

Section 4: Offeror's Checklist

Section 5: Certification of Non-Collusion

Section 6: Proposal Certification

Section 7: Form CIQ – Conflict of Interest Questionnaire

Section 8: Terms and Conditions of the Contract

- A. Defined Terms
- B. Project Objective(s) and Scope
- C. Project Deliverables
- D. Supplemental Deliverables or Rate Changes
- E. Access
- F. Communication
- G. Policies
- H. Compliance with Applicable Laws
- I. Insurance
- J. Payment
- K. Term and Termination
- L. Licenses, Permits, Taxes and Fees
- M. General Terms
 - 1) Policies
 - 2) Choice of Laws
 - 3) Identity Theft Prevention and Notification
 - 4) Successors and Assigns
 - 5) Entire Agreement
 - 6) Amendments
 - 7) Force Majeure
 - 8) Severability
 - 9) Gender and Number
 - 10) Captions
 - 11) Exhibits

- 12) Drafters
- 13) No Third Party Beneficiaries
- 14) Dispute Resolution
- 15) Indemnification and Releases
- 16) Release of Liability
- 17) Release of Information
- 18) Independent Contractor
- 19) Records
- 20) Assignment-Delegation
- 21) Payment Card Industry Data Security Standards (PCI-DSS) Compliance
- 22) Contractor Parking
- 23) Right to Audit

Appendix A: Internship Program Parameters (if applicable)

KEY DATES AND INFORMATION

CSP NAME: Competitive Sealed Proposal (CSP) for Purchase of Recycle and Garbage Collection and Disposal Services

PRE-PROPOSAL MEETING: A Pre-Proposal meeting is scheduled on January 23, 2019. The meeting will begin at 3:00 p.m. in the Visual Arts Center Bldg., Room 120, 1819 N. Main Ave., San Antonio, TX 78212-4299. The Pre-Proposal meeting is not mandatory; however, attendance is strongly encouraged.

CLOSURE: The Alamo Colleges District will be closed for Martin Luther King Day on January 21, 2019 and for Spring Break, March 11-17, 2019. 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.

SUBMITTAL DEADLINE: February 7, 2019, prior to 2:00 pm

U.S. MAIL DELIVERY LOCATION:
Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Recycle and Garbage Collection and Disposal Services
CSP # 19M-004
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299

HAND OR COURIER DELIVERY LOCATION:
Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Recycle and Garbage Collection and Disposal Services
CSP # 19M-004
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, 2020, 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 Nava-Garcia, Senior 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 from qualified firms interested in providing recycle and garbage collection/disposal services for the Alamo Colleges District. The scope of services is required to assist the Alamo Colleges District with a collection system that will improve upon current recycle and garbage collection/disposal services and total rate of recycling, while minimizing impact to current service rates.

The estimated annual expenditures for Recycle Collection Services are \$75,515, inclusive of all campus/district locations.

The estimated annual expenditures for Garbage Collection Services are \$118,396, inclusive of all campus/district locations.

Contractors may bid on one or both services independently. Contractors can submit one bid for Recycle Services or Garbage Collection Services (as two separate bids) or one combined bid. Award may be made to one or more vendor(s) for Recycle Services, one or more vendor(s) for Garbage Collection Services, or one or more vendor(s) for both Recycle and Garbage Services.

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 Colleges (SACSCOC). The Colleges provide:

- university transfer programs
- developmental courses

- workforce education programs
- technical programs
- community services
- 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," "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. Recycle Collection Services

1. Scope of Work: The qualified parties will provide recycle collection services, to include Corrugated Material, Office Paper (i.e. newspaper, telephone books, magazine, box board, and junk mail), glass containers, metal containers (tin and aluminum), plastics (Nos 1-7), and such other material as the City of San Antonio determine to be recyclable. Other items that the Alamo Colleges District and the Contractor agree upon that are recyclable may also be included. Proposals should include capability and pricing to weigh/quantity recyclable materials collected from each location, estimates of contamination rates/weights, and reporting of data.
2. Statement of Work: The recycle service contract will be for placement and service of contractor provided containers and compactors at various locations. The Contractor shall furnish the following containers and compactors in accordance with the specifications, conditions, locations and frequency of pick-up as stated below. Contractor shall perform all work necessary to ensure the satisfactory collection of said recycle materials. Contractor shall at all times be in compliance with applicable laws, regulations and codes including health, fire and safety. Contractor shall furnish all labor, tools, equipment, materials, and supplies (to include compactors and recycle bins), and any other items necessary to perform work required hereunder except as otherwise expressly identified below.
3. Locations: Changes in sites, delivery locations, the number of sizes of containers and frequencies of pickup are likely to occur during the life of this contract. Services will be delivered at the contract prices listed in the Pricing Schedule. Alamo College District reserves the right to add or delete locations as needed.

Item #	Location	Quantity & Size of Containers	Frequency of Pickup
1.	San Antonio College – 1819 N. Main Ave.	30 yd self-contained compactor with cart tipper	Monthly
2.	Northeast Lakeview College – 1201 Kitty Hawk Rd, Universal City, TX	30 yd self-contained compactor with cart tipper	Monthly
3.	Northwest Vista College – 3535 N. Ellison Dr.	30 yd self-contained compactor with cart tipper	Monthly
4.	Palo Alto College – 1400 W. Villaret Blvd.	30 yd self-contained compactor with cart tipper	Monthly
5.	St. Philip’s College – 1801 Martin Luther King Dr.	30 yd self-contained compactor with cart tipper	Monthly
6.	St. Philip’s College – 1801 Martin Luther King Dr.	30 Totes	Tuesday – Average 5 per month
7.	St. Philip’s College – Southwest Campus – 800 Quintana Rd.	16 Totes	Wednesday – Average 5 per month
8.	Workforce Center of Excellence, Building 8 – 203 Norton St.	4 Totes	Tuesday – Average 4 per month
9.	Westside Education and Training Center – 563 SW 40 th St.	3 yd container	Friday – Average 4 per month

10.	Northeast Campus – 7990 Pat Booker Rd.	6 Totes	Friday – Average 4 per month
11.	Alamo University Center – 8300 Pat Booker Rd.	8 Totes	Friday – Average 4 per month
12.	Killen Community Education Service Center – 201 W. Sheridan	6 yd container	Friday – Average 4 per month
13.	District Office – 811 W. Houston St.	10 Totes	Wednesday – Average 5 per month
14.	First Responders Academy – 15775 IH 35 S.	4 yd container	Wednesday – Average 5 per month

4. Services to be provided:

- a. Contractor shall provide containers of the type and size specified in Section 3.
- b. The type and location of containers is to remain the same as that currently being used unless changes are approved by Alamo Colleges District. No container style may be changed without Alamo Colleges District written permission.
- c. The containers service schedule will be as specified in Section 3. This includes all aspects of service: handcart, OCC containers rentals, compactor, front load dumpster, roll offs, and days of collection at each location. Throughout the contract term, the Alamo Colleges District reserves the right to modify container service schedules, container size, and all other needs herein at any time, in accordance with Alamo Colleges needs and special activities as required.
- d. The Contractor shall adjust the base price for containers added, changed or cancelled based on the container unit price schedule specified in Section 3.
- e. Contractor will provide all maintenance to equipment in a timely manner, as well as installation and subsequent removal of the equipment.
- f. The maximum amount of time a compactor can be gone from its space is four hours. If longer than four hours, a replacement compactor will be supplied by the contractor.
- g. Additional and/or replacement totes may be requested by the Alamo College District designated authorized individual.
- h. The container must have signage to list what materials are allowed in the container and what materials are NOT allowed in the container.
- i. Alamo Colleges District owns some receptacle containers which are used for this service. Alamo Colleges does not own any 8yd or larger containers. These must be provided by the Contractor.
- j. Contractor will collect appropriate items from all exterior recycle receptacles for removal and processing. Alamo Colleges District will manage the interior recycling bins for collected items which will be brought to determined locations for Contractor to pickup.
- k. Contractor shall be responsible for any additional disposal cost associated with the processing of recycle material.
- l. Contractor shall use equipment that meets all federal, state and local health and safety standards.

m. Reporting

- 1) Contractor shall provide monthly reports detailing the amount of recycle material collected. These reports shall be broken down by commodity, weight, and location, in a format mutually agreed upon by Alamo Colleges District and Contractor.
- 2) Contractor must provide to Alamo Colleges District Purchasing and Contract Administration on a monthly basis, copies of weight tickets for each haul to processing facilities. Respondent will not receive revenues from recycled materials and it will not be deducted from hauling fees or any other expenses incurred in hauling.
- 3) Monthly reports shall be due to Alamo Colleges District by the 15th day of each month for material collected by the Contractor during the preceding calendar month. The reports shall be made available in an electronic spreadsheet format (i.e. MS Excel), and should be submitted electronically to Alamo Colleges District Purchasing and Contract Administration.
- 4) Contractor shall provide quarterly reports with recommended changes for pick-up frequency, changes to container size, etc, to be agreed upon by Alamo Colleges District Purchasing and Contract Administration and Contractor.

n. Education

- 1) The Contractor is responsible to advise the Alamo Colleges District as to the proper preparation of materials through educational flyers and other means. The Alamo Colleges District is responsible for educating and informing staff regarding the recycle program. The Contractor is responsible for providing information, materials and in assisting the Alamo Colleges in providing education.
- 2) Contractor shall provide monthly reports that detail site-specific incidents or notations and details of any training that took place during the month.
- 3) Contractor shall conduct an annual meeting to review education and outreach.

B. Garbage Collection and Disposal Services

1. Scope of Work: The qualified parties will provide garbage collection and disposal services.
2. Statement of Work: The garbage disposal service contract will be for placement and service of contractor provided containers and compactors at various locations. The Contractor shall furnish the following containers and compactors in accordance with the specifications, campus locations and frequencies of pick-up as stated below.
3. Locations: Any changes in sites, delivery locations, the number or sizes of containers and frequencies of pick-up are likely to occur during the life of this contract. Services will be delivered at the contract prices listed in the Pricing Schedule. Pricing for additional pulls at the same location from the same containers are to be provided under the Pricing Schedule for the various size containers. Additional pulls shall be indicated separately on each invoice.

Item #	LOCATION	Quantity & Size of Containers	Frequency of Pickup
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1.	District Office – 811 W. Houston St.	One (1) each – 8 cubic yard container	Three (3) pulls per week. Twelve (12) pulls per month.
2.	Killen Community Education Service center – 201 W. Sheridan	One (1) each – 8 cubic yard container	Three (3) pulls per week. Twelve (12) pulls per month
3.	Northwest Vista College (NVC) – 3535 N. Ellison Dr. Various locations on campus.	Nine (9) each – 8 cubic yard containers	Two (2) pulls per week. Seventy-two (72) pulls per month
4.	Palo Alto College (PAC) – 1400 W. Villaret Blvd. Sabine Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
5.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Student Center	One (1) each – 33 cubic yard compactor	One (1) pull per week. Four (4) pulls per month
6.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Ozuna Building	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month
7.	Palo Alto College (PAC) – 1400 W. Villaret Blvd. Natatorium	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month
8.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Brazos Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
9.	Palo Alto College (PAC) – 1400 W. Villaret Blvd. Veterinary Technology Building	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
10.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Performing Arts Bldg.	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
11.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Concho Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
12.	Palo Alto College (PAC) – 1400 W. Villaret Blvd., Facilities	One (1) each – 40 cubic yard roll-Off	Pull upon request.
13.	First Responders Academy - 15775 IH 35 S, Atascosa, Tx 78002	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month
14.	St. Philip's College (SPC) – 1801 Martin Luther King Dr. – Watson Fine Arts Building	Two (2) each – 4 cubic yard container	Two (2) pulls per week. Sixteen (16) pulls per month
15.	St. Philip's College (SPC) – 1801 Martin Luther King Dr. – Campus Center (Loading Dock)	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.

16.	St. Philip's College (SPC) – 1801 Martin Luther King Dr. – Lot #15	Two (2) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
17.	St. Philip's College (SPC) – 1801 Martin Luther King Dr. – Central Utility Plant	One (1) each – 42 cubic yard compactor	Pull upon request.
18.	San Antonio College (SAC) – 201 W. Dewey – Maintenance Shop	One (1) each – 8 cubic yard container	Five (5) pulls per week. Twenty (20) pulls per month.
19.	San Antonio College – 1819 N. Main Ave. – Cafeteria / Loftin Student Center	Two (2) each – 8 cubic yard containers	Five (5) pulls per week. Forty (40) pulls per month.
20.	San Antonio College – 400 Courtland St. – McAllister Fine Arts Building	One (1) – 8 cubic yard container	Five (5) pulls per week. Twenty (20) pulls per month
21.	San Antonio College – 310 W. Ashby - Kohler House.	One (1) each – 4 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
22.	San Antonio College – 204 Evergreen St. – Compactor	One (1) each – 35 cubic yard container (compactor)	Pull upon request.
23.	San Antonio College – 204 Evergreen St. - Grounds	One (1) each – 30 cubic yard open top container	Pull upon request.
24.	St. Philip's College – Southwest Campus (SWC) – 800 Quintana Rd. – Building 1, Lot 8	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
25.	St. Philip's College – Southwest Campus (SWC) – 800 Quintana Rd. – Building 1, Lot 3	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
26.	St. Philip's College – Southwest Campus (SWC) – 800 Quintana Rd. – Building 1, Lot 70	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
27.	St. Philip's College – Southwest Campus (SWC) – 800 Quintana Rd. – Building 1, Lot 7	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
28.	Workforce Center of Excellence – 203 Norton St. – Building 8	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
29.	Westside Education Training Center – 563 S.W. 40 th Street – Rear of Building	One (1) each – 4 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
30.	Eastside Education Training	One (1) each – 8	One (1) pull per week. Four

	Center – 4551 Dietrich Rd.	cubic yard container	(4) pulls per month.
31.	St. Philip's College – VOTC – 202 Connelly St.	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.
32.	Northeast Lakeview College – 1201 Kitty Hawk Rd., Universal City, TX – Library Bldg.	One (1) each - 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.
33.	Northeast Lakeview College – 1201 Kitty Hawk Rd., Universal City, TX – Student Commons Bldg.	Three (3) each – 8 cubic yard container	Two (2) pulls per week. Twenty-four (24) pulls per month.
34.	Northeast Lakeview College – 1201 Kitty Hawk Rd., Universal City, TX – Performing Arts Building	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.
35.	Alamo University Center – 8300 Pat Booker Rd., Live Oak, TX - Driveway behind bldg..	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.
36.	Northeast Campus – 7990 Pat Booker Rd., Live Oak, TX - Northside Parking lot	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.

4. Services to be provided:

- a. Contractor shall provide containers of the type and size specified in Section 3.
- b. The type and location of containers is to remain the same as that currently being used unless changes are approved by Alamo Colleges District. No container style may be changed without Alamo Colleges District written permission.
- c. The containers service schedule will be as specified in Section 3. This includes all aspects of service: trash compactor, front load dumpster, roll offs, and days of collection at each location. Throughout the contract term and renewal contract years, Alamo Colleges District reserves the right to modify container service schedules, container size, and all other needs herein at any time, in accordance with Alamo Colleges District needs.
- d. The Contractor shall adjust the base price for containers added, changed or cancelled based on the container unit price schedule specified in Section 3.
- e. All four (4) and eight (8) cubic yard containers must be enclosed and have a top opening door. Eight (8) cubic yard containers should allow for the disposal of trash at an average shoulder height of 54 inches (+/- 3"). If the front side of the container measures more than 54 (+/- 3") from the ground to the top lid opening, then a side door is required.
- f. The successful bidder will furnish and install one (1) forty-two (42) cubic yard compactor at St. Philip's College. The container will have a charge box of approximately 60" x 40" in length to accommodate bulky items. The unit will have a quick cycle time for almost continuous loading and a quick opening side chute.

- g. The successful bidder will furnish and install one (1) thirty-three (33) cubic yard self-compacting container at Palo Alto College. The unit is primarily for disposal of wet garbage from the cafeteria at Palo Alto College.
- h. The successful bidder will furnish and install one (1) thirty-five (35) cubic yard compactor at San Antonio College. The unit is primarily for disposal of wet garbage from the cafeteria at San Antonio College
- i. Contractor will provide all maintenance to equipment in a timely manner, as well as installation and subsequent removal of the equipment
- j. The successful bidder(s) will maintain all containers and compactor/containers in good working order during the term of this contract. Alamo Colleges District will furnish utilities, water and electricity, for all compactor/containers.
- k. All self-contained compactors must be thoroughly disinfected and power washed at the time of each haul. Compactor door turnbuckle must be tightened securely and door seal must be cleaned thoroughly to eliminate the possibility of leakage. Any leaks on these compactors must be addressed immediately and cleaned up by Contractor. Any size container that shows a history of continual leakage or breakdown problems must be replaced.
- l. The Alamo Colleges does not own any of the cubic yard container or the compactors. Awarded Contractor shall have all equipment in place at all locations by May 1, 2019 or as otherwise agreed by the Contractor and Alamo Colleges District.
- m. Contractor shall be responsible for any additional disposal cost associated with the processing of garbage material.
- n. Contractor shall use equipment that meets all federal, state and local health and safety standards.
- o. All material collected by the contractor shall be hauled to and disposed of at a disposal site licensed by the State of Texas. The disposal site shall have adequate capacity to accommodate the requirements of this Contract. Any tipping fees charged for disposal shall be included in the unit prices set forth in the proposal.
- p. Reporting
 - 1) Contractor shall provide monthly reports detailing the amount of garbage material collected. These reports shall be broken down by weight and location, in a format mutually agreed upon by Alamo Colleges District and Contractor.
 - 2) Contractor must provide to Alamo Colleges District Purchasing and Contract Administration on a monthly basis, copies of weight tickets for each haul to processing facilities.
 - 3) Monthly reports shall be due to Alamo Colleges District by the 15th day of each month for material collected by the Contractor during the preceding calendar month. The reports shall be made available in an electronic spreadsheet format (i.e. MS Excel), and should be submitted electronically to the Alamo Colleges District Purchasing and Contract Administration.

- 4) Contractor shall provide quarterly reports with recommended changes for pick-up frequency, changes to container size, etc. to be agreed upon by Alamo Colleges District Purchasing and Contract Administration and Contractor.

q. Education

- 1) The Contractor is responsible to advise the Alamo Colleges District as to the proper preparation of materials through educational flyers and other means. The Alamo Colleges District is responsible for educating and informing staff regarding the garbage collection program. The Contractor is responsible for providing information, materials and in assisting the Alamo Colleges District in providing education.
- 2) Contractor shall provide monthly reports that detail site-specific incidents or notations and details of any training that took place during the month.
- 3) Contractor shall conduct an annual meeting to review education and outreach.

The anticipated date for award of contract is April 2019.

SECTION 2

TERMS AND CONDITIONS OF THE CSP AND SUBMISSION OF PROPOSAL

A. Terms and Conditions of the CSP:

1. Award of Contract

The Alamo Colleges District may make multiple awards under this CSP. Award will be made to the Offeror(s) 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.

Award may be made to one or more vendor(s) for Recycle Services, one or more vendor(s) for Garbage Collection Services, or one or more vendor(s) for both Recycle and Garbage Services.

2. Minimum Qualifications

The respondents to this CSP must have the following minimum qualifications. Failure to meet minimum qualifications is grounds for rejection. Alamo Colleges District reserves the right to reject proposals that fail to include this information with the Offerors proposal submission.

- a. If submitting for Recycle Collection/Disposal Services – Offeror must affirm in writing and include with proposal: Offeror must have at least 5 years of recycle collection and experience, focusing on corrugated material, office paper, plastics, aluminum and glass material.
- b. If submitting for Garbage Collection/Disposal Services – Offeror must affirm in writing and include with proposal: Offeror must have at least 5 years of garbage collection and disposal service experience.
- c. Offeror must affirm in writing and include with proposal: Offeror must have the capacity for providing insurance requirements as required in Section 8. The Contractor shall be properly licensed and insured to operate in San Antonio and surrounding counties.

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>Item</u>	<u>Criteria</u>	<u>CSP Reference</u>	<u>Weighting</u>
1.	Purchase Price & Rebates	Section 3	35
2.	Reputation of the Vendor and of the Vendor's Goods or Services: - References.	Section 2: A.3.b.2a	10
3.	Quality of Vendor's Goods and Services: - Profile outlining the history, philosophy, and target market of the firm - List of policies and procedures followed to maintain service excellence. - Efforts the firm makes to keep staff informed of changes in the industry.	Section 2: A.3.b.3a A.3.b.3b A.3.b.3c	20
4.	Extent to Which the Goods or Services Meet the District's Needs: - Background and experience in providing services (above the minimum qualification). - Describe how your firm will meet each of the requirements outlined in the Statement of Work, Specifications. - Discuss how your firm will be able to provide the services to be performed making all collections, any combination of Monday to Friday with catch-up day, for a missed pickup to follow the assigned collection day. - Provide a plan for equipment delivery and installation. - Provide a complete description (including technical information) of the proposed equipment that are to be used.	Section 2: A.3.b.4a A.3.b.4b A.3.b.4c A.3.b.4d A.3.b.4e A.3.b.4f	35
	Total:		100

- 2) Alamo Colleges District shall evaluate the information provided in the proposals received. Information and/or factors gathered during interviews, and any reference checks, will be utilized in the evaluation criteria, rankings, and award decision. References may or may not be reviewed at the discretion of the Alamo Colleges District. Alamo Colleges District also reserves the right to contact references other than or in addition to those furnished by a respondent.
- 3) 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:
 - a) 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.
 - b) Discuss how rebates are provided to Alamo Colleges District.
- 2) Reputation of the Vendor and of the Vendor's Goods or Services:
 - a) Offeror 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 Proposal; 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 District.
- 3) Quality of Vendor's Goods and Services:
 - a) A brief profile outlining the history, philosophy, and target market of the firm.
 - b) List policies and procedures your firm follows to maintain service excellence.
 - c) Provide efforts the firm makes to keep its professionals informed of developments relevant to the industry.
- 4) Extent to Which the Goods or Services Meet the District's Needs:
 - a) A brief discussion of your firm's background and experience in providing the requested goods and services for academic institutions.
 - b) Describe how your firm will meet each of the requirements outlined in the Statement of Work, Services to be Provided.
 - c) Discuss how your firm will be able to provide the services to be performed making all collections, any combination of Monday to Friday with catch-up day, for a missed pickup to follow the assigned collection day
 - d) Provide a plan for equipment delivery and installation.
 - e) Provide a complete list of all proposed equipment to be used. The list shall describe the type, age and condition of equipment.

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 the contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the 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 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 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. When the scope of work on project is estimated to be \$1,000,000 or greater in value:

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). Each offeror shall provide a discussion in their proposal/qualification statement which demonstrates their ability and commitment to develop and provide paid student internship opportunities in related fields of study, if any. Provide at least three (3) examples of past successful participation in programs of this type. Additional information and requirements concerning the A-CEP Internship Program is shown in Attachment "C" to the specifications.

When the general conditions for formal solicitations are an estimated value of less than \$1,000,000:

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). Bidders/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 Elisa Nava-Garcia, Senior Purchaser.

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.

27. Business to Business (B2B) Integration: Offerors' order placement process should allow for Business to Business (B2B) with the Alamo Colleges District eProcurement system. Participation in the Alamo Colleges District eProcurement system is at no cost to participants and will enable Alamo Colleges District end-users to easily source and purchase goods and services, electronically, through our online marketplace. Participating vendors will receive orders (via fax or email), invoice and track payment status, electronically, through an online portal. Further details regarding participation in the Alamo Colleges district eProcurement system will be provided, upon award of contract.

28. Offeror hereby certifies, represents and warrants that neither Offeror nor any of its affiliates presently does, and during the term of the contract will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.

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 February 7, 24, 2019. 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
Re: Purchase of Recycle and Garbage Collection and Disposal Services
CSP # 19M-004
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 Recycle and Garbage Collection and Disposal Services
CSP # 19M-004
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

Price must include the cost of labor, materials, tools, equipment, permits, fees, profit, freight, packaging, insurance, overhead, etc. All costs must include disposal, delivery, and fuel fees. No additional charges will be accepted.

If the price is "\$0.00" or the item is "not offered," it must be stated as such in the corresponding space below. A "blank" or anything other than the format, requested in the space below, will be considered a "no bid." This information will be used in evaluating the Offeror's proposal.

A. Purchase of Recycle Collection and Disposal Services					
For the purpose of evaluation, an estimated quantity of pulls is listed.					
Alamo Colleges District reserves the right to add or delete locations as needed.					
	Location	Quantity & Size of Containers	Frequency of Pickup	Price per haul or pickup	Rental Fee per Month
1.	San Antonio College	1 ea, 30 Yd Self-Contained Compactor with Cart Tipper	Monthly	\$ _____	\$ _____
2.	Northeast Lakeview College	1 ea, 30 Yd Self-Contained Compactor with Cart Tipper	Monthly	\$ _____	\$ _____
3.	Northwest Vista College	1 ea, 30 Yd Self-Contained Compactor with Cart Tipper	Monthly	\$ _____	\$ _____
4.	Palo Alto College	1 ea, 30 Yd Self-Contained Compactor with Cart Tipper	Monthly	\$ _____	\$ _____
5.	St. Philip's College – 101 Martin Luther King Dr.	1 ea 30 Yd Self-Contained Compactor with Cart Tipper	Monthly	\$ _____	\$ _____
6.	St. Philip's College	30 Totes	Tuesday - Average 5 per month	\$ _____	\$ _____
7.	St. Philip's College – Southwest Campus	16 Totes	Wednesday - Average 5 per month	\$ _____	\$ _____
8.	Workforce Center of Excellence	4 Totes	Tuesday – Average 4 per month	\$ _____	\$ _____
9.	Westside Education and Training Center	3 Yd Container	Friday - Average 4	\$ _____	\$ _____

			per month		
10.	Northeast Campus	6 Totes	Friday - Average 4 per month	\$ _____	\$ _____
11.	Alamo University Center	8 Totes	Friday - Average 4 per month	\$ _____	\$ _____
12.	Killen Community Education Service Center	6 Yd Container	Friday - Average 4 per month	\$ _____	\$ _____
13.	District Office	10 Totes	Wednesday - Average 5 per month	\$ _____	\$ _____
14.	First Responders Academy	4 Yd Container	Wednesday - Average 5 per month	\$ _____	\$ _____

B. Purchase of Garbage Collection and Disposal Services				
For the purpose of evaluation, an estimated quantity of pulls is listed.				
Alamo Colleges District reserves the right to add or delete locations as needed.				
Item #	LOCATION	Quantity & Size of Containers	Frequency of Pickup	Price
1.	District Office	One (1) each – 8 cubic yard container	Three (3) pulls per week. Twelve (12) pulls per month.	\$ _____/month
2.	Killen Community Education Service Center	One (1) each – 8 cubic yard container	Three (3) pulls per week. Twelve (12) pulls per month.	\$ _____/month
3.	Northwest Vista College - Various locations on campus.	Nine (9) each – 8 cubic yard containers	Two (2) pulls per week. Seventy-two (72) pulls per month.	\$ _____/month
4.	Palo Alto College – Sabine Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
5.	Palo Alto College – Student Center	One (1) each – 33 cubic yard compactor	One (1) pull per week. Four (4) pulls per month.	\$ _____/haul \$ _____/rental
6.	Palo Alto College – Ozuna Building	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
7.	Palo Alto College –	One (1) each – 8	Two (2) pull per week.	\$ _____/month

	Natatorium	cubic yard container	Eight (8) pulls per month.	
8.	Palo Alto College – Brazos Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
9.	Palo Alto College – Veterinary Technology Building	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
10.	Palo Alto College – Performing Arts Bldg.	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
11.	Palo Alto College – Concho Hall	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
12.	Palo Alto College – Facility Bldg.	One (1) 40 cubic yd Roll-off	Pull upon request.	\$ _____/haul
13.	First Responders Academy	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
14.	St. Philip’s College – Watson Fine Arts Building	Two (2) each – 4 cubic yard container	Two (2) pulls per week. Sixteen (16) pulls per month.	\$ _____/month
15.	St. Philip’s College – Campus Center (Loading Dock)	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
16.	St. Philip’s College – Lot #15	Two (2) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
17.	St. Philip’s College – Central Utility Plant	One (1) 42 yd Compactor	Pull upon request.	\$ _____/haul \$ _____/rental
18.	San Antonio College – Maintenance Shop	One (1) each – 8 cubic yard container	Five (5) pulls per week. Twenty (20) pulls per month.	\$ _____/month
19.	San Antonio College – Cafeteria / Loftin Student Center	Two (2) each – 8 cubic yard containers	Five (5) pulls per week. Forty (40) pulls per month.	\$ _____/month
20.	San Antonio College – McAllister Fine Arts Building	One (1) – 8 cubic yard container	Five (5) pulls per week. Twenty (20) pulls per month.	\$ _____/month
21.	San Antonio College – Kohler House	One (1) each – 4 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
22.	San Antonio College – Compactor	One (1) each – 35 cubic yard	Pull upon request.	\$ _____/haul

		compactor		\$ _____/rental
23.	San Antonio College – Grounds	One (1) each – 30 cubic yard open top container	Pull upon request.	\$ _____/haul
24.	St. Philip’s College – Southwest Campus - Building 1, Lot 8	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
25.	St. Philip’s College – Southwest Campus – Building 1, Lot 3	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
26.	St. Philip’s College – Southwest Campus Building 1, Lot 70	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
27.	St. Philip’s College – Southwest Campus - Building 1, Lot 7	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
28.	Workfoce Center of Excellence	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
29.	Westside Education Training Center	One (1) each – 4 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
30.	Eastside Education Training Center	One (1) each – 8 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
31.	St. Philip’s College – VOTC	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
32.	Northeast Lakeview College – Library Bldg.	One (1) each – 8 cubic yard container	Two (2) pulls per week. Eight (8) pulls per month.	\$ _____/month
33.	Northeast Lakeview College – Student Commons Bldg.	Three (3) each – 8 cubic yard container	Two (2) pulls per week. Twenty-four (24) pulls per month.	\$ _____/month
34.	Northeast Lakeview College – Performing Arts Building	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
35.	Alamo University Center – Driveway behind bldg.	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month
36.	Northeast Campus – Northside Parking lot	One (1) each – 4 cubic yard container	One (1) pull per week. Four (4) pulls per month.	\$ _____/month

C. Miscellaneous Container Rental Throughout Contract Period, Any Location
 For the purpose of evaluation, an estimated quantity of pulls is listed.
 Alamo Colleges District reserves the right to increase or decrease the amount of
 miscellaneous pulls as needed.

Item #	Size of Containers	Estimated Quantity	Price	Drop-off and Removal Charge
1.	Thirty (30) cubic yard roll off container	5 pulls per year	\$_____ / pull	\$_____ / pull
2.	Forty (40) cubic yard roll off container	10 pulls per year	\$_____ / pull	\$_____ / pull

D. Installation of Compactors

Reminder – The Alamo Colleges District does not own any of the compactors.

Item #	Description	Price
1.	Compactor Installation Fee	\$_____
2.	Compactor Removal Fee	\$_____

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. Offeror hereby certifies, represents and warrants that neither Offeror nor any of it affiliate presently does, and during the term of the contract will any of them, boycott the State of Israel. Yes ____ No ____
- N. Has all requested information in the CSP been addressed? Yes ____ No ____
- O. 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

SECTION 8
TERMS AND CONDITIONS OF THE CONTRACT

 A L A M O C O L L E G E S	COMPETITIVE PROCUREMENT SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND _____
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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 #19M-004 to obtain Recycle and Garbage Collection and Disposal 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**” has the meaning defined in **Exhibit A** hereto. The Contractor hereby agrees to furnish the services specified in **Exhibit A**
- 1.2 “**Project Coordinator**” means the employee of Alamo Colleges District designated in **Exhibit A** hereto 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.

The Project objective and scope is defined in **Exhibit A**.

3. PROJECT DELIVERABLES.

Contractor’s Project deliverables are set forth in **Exhibit A**.

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
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POLLUTION ON-SITE LIABILITY (if services present risk)

Each Occurrence	\$1,000,000.00
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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 is set forth at **Exhibit A** hereto. The Term may be extended thereafter 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.

- 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.

APPENDIX A
INTERNSHIP PROGRAM PARAMETERS

The general responsibility for the success of internship programs lies with the Alamo Colleges District, participating employers, and interns. The Alamo Colleges District are primarily responsible for administration and instructional components of the program. Participating employers are responsible for providing interns with a work environment that provides an opportunity to learn or apply occupational skills in a significant way. Specific responsibilities of the employer and Alamo Colleges District include the following:

A. **Role of the Employer**

1. To list internship opportunities and job descriptions with the Alamo Colleges District (Internship Clearinghouse).
2. To select internship students using their own interviewing and selection process. If an employer so desires, an Alamo College representative will advertise the position, collect student credentials, screen applicants, and arrange for interviews with the employer.
3. To compensate interns on a fair and consistent basis.
4. To identify and maintain for the student a schedule which meets the minimum hour requirements of the internship.
5. To enter into a Memorandum of Agreement with the Alamo Colleges District that includes internship: learning objectives, term, schedule, compensation, and course evaluation process, using approved Alamo Colleges District format/forms.
6. To assist interns to meet learning objectives during the internship period.

B. **Role of the Alamo Colleges District**

1. The Alamo Colleges District will provide the participating employers with the name of the student(s) eligible to participate in the internship program.
2. To work with students, advisors, and employers in developing internships.
3. To provide students with referrals to internship sites.
4. To formulate job-oriented and educational learning objectives.
5. To develop and approve Memorandum of Agreements between the student, employer, and Alamo Colleges District.
6. To monitor the student's progress towards attaining stated objectives. This may include visits to job site and with the student's immediate supervisor. At a minimum, the faculty or Alamo Colleges District representative should be in contact with the supervisor via written or telephone communications.
7. Evaluate student's performance including written materials. Awards credit if earned.

C. **Key Internship Features** - It is the goal of the Alamo Colleges District Internship program to provide students with opportunities to learn skills for their chosen career. The program is designed to meet the diverse needs of the student body in the Alamo Colleges District. Internships can be set up for the summer, spring, or fall semesters. Full and part-time programs are possible.

1. **Intern Duties/Responsibilities** – The employer and college representative determine duties and responsibilities. Work assignments will vary depending upon the level of experience, knowledge and sophistication of the intern.
2. **Compensation for Interns** – A normal salary that the company would pay to a beginning individual if they meet company requirements, but not less than a minimum wage.
3. **Memorandum of Agreement** – The agreement is between the employer, Alamo Colleges District, and the intern. All sign the document as an indication of commitment to making the internship a rewarding experience for all parties.