

*Bid/RFP documents (except for construction projects) are available on-line in both a read-only and downloadable version. In the event the specifications, terms and conditions contained in the downloadable version are modified by the bidder/offeror, the specifications, terms and conditions in the read-only version shall prevail. The original hard copy source document for the read-only version is on file at the Purchasing Department, ACCD, 201 W. Sheridan, Building A, Room 101, San Antonio, Texas 78204.*

## INVITATION FOR BID

Bid No. 10M-011

(Formal)

<b>Issued By:</b> District Director for Purchasing Alamo Community College District	<b>Date Issued:</b> 11/2/2009	<b>Page No.</b> 1	<b>No. of Pages</b> 13
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Sealed bids, subject to the Terms and Conditions of this Invitation for Bids (IFB) and the accompanying Bid Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the District Director of Purchasing, Community Education & Service Center, Building A, Room 101, prior to 2:00 p.m. (unless otherwise noted), Central Time and at that time publicly opened, for furnishing supplies or services described in the accompanying Schedule.

*General information and instructions to bidders are contained in the terms and conditions (Attachment A).*

### CONTRACT FOR SWIMMING POOL MAINTENANCE—PALO ALTO COLLEGE ALAMO COMMUNITY COLLEGE DISTRICT

#### I. GENERAL INFORMATION

- A. The Alamo Community College District (ACCD) is accepting sealed bids for the purchase of swimming pool maintenance and service for Palo Alto College (PAC) 1400 W. Villaret Blvd., San Antonio, Texas 78224. Bidders may visit ACCD's website at <http://www.alamo.edu> to learn about ACCD.
- B. The term of the contract will be through August 31, 2010, with option for month to month extensions not to exceed four additional months. ACCD may terminate this contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. The anticipated award of this contract is December, 2009.
- C. The purpose of this bid invitation is to secure swimming pool maintenance and services throughout the term of the contract. The swimming pool is located at Palo Alto College (PAC), and has a capacity of 1,250,000 gallons.
- D. It is the responsibility of the bidder to inquire about any section of this bid that is not understood. ACCD will not be bound by oral responses to inquiries or written responses other than addenda. For questions and/or further information regarding this bid invitation, contact: Richard Anderson, Sr. Purchaser @ (210) 485-0117, FAX 210-485-0118, or email to [randerson67@alamo.edu](mailto:randerson67@alamo.edu) for further information.

#### II. SPECIFICATIONS

##### A. SCOPE OF SERVICES

1. The following specifications shall provide the basis for accomplishing total and complete swimming pool maintenance and service. The specifications are to cover a contract to include water quality management, including all necessary equipment and chemicals, and general pool upkeep as specified. The Palo Alto College Natatorium houses a 1,250,000 gallon in-door pool which is available for general public use, instructional use and competitive swim and diving meets. Attendance and hours of operation are included in Attachment C. All labor equipment, chemicals and services provided shall comply with all applicable federal, state and local health standards/codes and NSF/ANSI Standards for Recreational Water Facilities. All personnel performing services at the PAC Natatorium shall possess the necessary education, training and certifications to legally perform the specified services.

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2. All work called for in these specifications shall include the furnishing of all labor, equipment materials, services, chemicals, transportation, tools, scaffolding, cranes, and appliances required in all operations in connection with this project in accordance with the specifications, subject to terms and conditions of this contract.

3. Each bidder shall submit with their bid a listing of the water treatment equipment proposed for installation.

#### B. CHEMICALS AND EQUIPMENT

1. Chlorine shall be provided by the use of Calcium Hypochlorite tablets or briquettes. Acceptable Flow Through Chemical Feeding Equipment includes Arch Chemicals, Inc. Pulsar IV/4 Feeder; PPG Industries, Inc. Accu-tab Chlorinator 3500; OR Owner Approved Equal.

2. An electronic controller shall be provided to continuously monitor and control the pH level and chlorine concentration in the pool water. Muriatic Acid shall be added to pool water by means of a peristaltic pump in order to maintain proper pH level.

3. The contractor shall, at all times, maintain a supply of chemicals on-site sufficient to maintain pool operations for a period of two weeks. Any unused chemicals at the end of the contract shall remain the property of the contractor, and shall be promptly removed from the premises after the contract is concluded.

4. Removal of solid wastes and proper disposal by the awarded bidder are included as part of this bid.

#### C. CONTRACT PERFORMANCE/COST

The price per month shall include all labor, services, equipment, and chemicals necessary to maintain the appropriate chlorine level and pH control as well as general pool upkeep outlined below. The monthly price shall also include equipment installation, on-site start-up, and on-site operator training, which will be performed by an authorized representative of the equipment manufacturer(s). The contractor will maintain ownership of all equipment and is responsible for immediate replacement of any equipment which should fail at no additional cost to the District. Should the contractor fail to replace inoperable equipment in a timely manner so that pool operations may be maintained, the ACCD reserves the right to replace the equipment and assess the cost of replacement against the contract proceeds. At the time the contractor installs his equipment, any existing equipment is to be removed and returned to the District in its current condition. Any costs related to existing equipment removal shall also be included in the monthly cost. The cost of the contractor removing his own equipment at the conclusion of the contract is also to be included.

Contractor shall perform the following services at least two time(s) per week for duration of contract:

1. Water Management Services will be performed **two** time(s) per week on predetermined days between the hours of 5:00AM and 6:00 PM consisting of the following:
  - a. Test pool water and calibrate chemical controller to maintain the water to meet state and local health codes, as well as desired appearance.
  - b. Make all chemistry adjustments as needed.
  - c. Inspect feed systems and controller for proper operation, and make necessary adjustments and or repairs. **The equipment/parts and labor required to repair all contractor furnished equipment is the responsibility of the contractor for the duration of the contract.**
  - d. Clean and fill feeders as needed.
  - e. Backwash the filters as needed.
  - f. Empty strainer baskets.
  - g. Inform PAC staff of variations in levels or other abnormal conditions that may exist in the pump room.
  - h. Upon leaving the facilities the pool should be in proper operating condition. Chemical feed area shall be maintained in a clean and orderly condition.
  - i. A professional must available by telephone during pool operational hours to answer questions or resolve problems.

2. Provide staff training for the following if necessary as determined by the District:
  - a. Basic knowledge of filtration and chemistry.
  - b. Procedures and Policies related to the operation and upkeep of the facility.
  - c. Basic maintenance.
3. Perform the following tasks:
  - a. Attend any required meetings.
  - b. Inform Palo Alto College of any problems or industry changes, in regard to pool safety and operations.
4. Cleaning will be performed **three** times per week between the hours of **10:00** PM and **5:00** AM including the following services. The areas to be cleaned include the pool, gutters, drains, strainers, pool deck, ladders, lifts and diving boards. The cost of cleaning services is to be included in the monthly price, and shall include all labor, equipment, services, cleaning supplies and chemicals.
  - a. Brushing to include removal of calcium, oil and scum.
  - b. Vacuuming.
  - c. Skim water surface.
  - d. Clean Gutters.
  - e. Removal of algae accumulation
  - f. Provide enzymes and clarifiers necessary to maintain pool appearance.
5. The manager of the PAC Natatorium or her designee shall be responsible for inspection and review of the contractor's work. Should any part of the work fail inspection, including water quality, water appearance and clarity, or the general appearance of the facility, the contractor shall immediately correct the improper condition at no additional cost to the District.
6. The Contractor must provide the following in order to meet immediate service needs:
  - a. A twenty-four (24) hour phone number that can be called seven (7) days a week with a response time of the following:
    1. Return telephone call within one hour after contact by Palo Alto College.
    2. On-site response if unable to resolve issue by telephone within two (2) hours after return telephone call.
7. Bidders must have at least five years documented experience in the maintenance and operation of public swimming facilities similar in characteristics to the PAC Natatorium. Each bidder shall provide a minimum of three references as indicated in Section IX of the specifications.
8. Pool water will be tested and a log sheet will be provided by the owner. All the values will be recorded on the log sheet during each service visit. Addition of chemicals to pool water shall be adjusted to comply with the target range of levels for chlorine, pH and alkalinity. Contractor shall coordinate chemical maintenance with Owner's water temperature requirements. Water shall be maintained to comply with requirements of San Antonio Metropolitan Health District.
9. Contractor will provide Material Safety Data Sheets (MSDS) for all chemicals delivered.
10. Should it be found that the specifications herein are not satisfactorily maintained, the ACCD may immediately demand that the contractor place the swimming pool in condition to meet these requirements. If the contractor fails to perform the work expeditiously under this contract, the ACCD may, by written notice to the contractor, terminate the contract. The contractor shall be liable for any damages thereby incurred by ACCD, including any additional cost as a result of awarding the work to another company. Contractor's failure to comply with such a demand within a reasonable time will constitute a

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condition under which the ACCD may terminate the agreement with thirty (30) calendar days written notice.

11. All work is to be executed in a thorough, efficient, and professional manner. All work and material shall comply with industry standards necessary to maintain good water quality, and be in compliance with the constant chlorine and pH residuals required by code. The contractor shall be responsible for all licenses, permits, fees, and charges, etc. to complete this project, if necessary.
12. The contractor shall accept full responsibility for the efficient performance of his employees for this project. All necessary precautions shall be taken by the contractor to avoid damage to property or injury to the safety and health of individuals. All necessary safety precautions are required from the contractor. Bidders shall submit with their bid copies of resumes and certifications for the personnel who will be assigned to this contract.
13. Bidders shall submit with their bid a copy of MSDS for chemicals proposed for use under this contract.
14. The contractor shall report to the manager of the PAC Natatorium or her designate before beginning any service or other work on the swimming pool. ACCD reserves the right to accompany the contractor while the contractor is performing the required services. Upon completion of the work, the contractor shall obtain the signature of the manager of the PAC Natatorium or her designate on a work order or similar document that shows a description of the work accomplished. A copy of this document shall be left with the manager of the PAC Natatorium or her designate.
15. The contractor leave the job-site in a clean and orderly manner including the pool operations room; all needed material shall be neatly stored at all times while work is in progress. The contractor shall clean up all debris and leave all areas clean upon completion of service. **Calcium waste shall be removed from the campus and disposed of in a manner consistent with EPA standards at no additional cost to the Owner.**
16. All references to brand names and model numbers in the accompanying specifications are intended to be descriptive, not restrictive. The basic published specifications of items(s) in this bid document will provide prospective bidders with frames of reference regarding minimum requirements for each unit. Where any item is specified or described by proprietary name, trade-name of manufacturer, catalog or model number, the term "or equal" if not inserted shall be implied. The specified item shall be understood as indicating the type, function, minimum standard of design efficiently, and quality desired and ACCD will use its judgment in determining whether or not any item proposed to be substituted is equal to any item so specified. The decision of the ACCD on all such questions of equality shall be final. In the event of any adverse decision by the ACCD no claim of any sort shall be made or allowed against the ACCD.  
  
Substitution requests may be submitted up until the time of bid opening. No substitution requests will be accepted after bid opening time.
17. Equipment bid as an "equal" shall be subject to a 60-day test period wherein water quality and performance of equipment will be evaluated. Should the equipment fail to meet the require performance, the specified item(s) shall be provided at no additional cost to the District.
18. **Bidders are required to visit and inspect the job-site prior to submission of a bid. To schedule a visit, contact Patricia Estrada at 210-486-3800 or email [pestrada@alamo.edu](mailto:pestrada@alamo.edu). No site visits will be scheduled within 48 hours prior to the bid opening time.**

### III. INSURANCE REQUIREMENTS

- A. Included in their bid all bidders shall furnish Alamo Community College District with a statement from their insurers that if awarded, ACCD shall be provided with original certificates evincing all the required insurance types and levels.

Within 3 (three) working days after notification of acceptance of bid, insurance shall be submitted meeting all of the following requirements. **Failure to supply insurance information on a timely basis may result in disqualification of a bid.**

B. Insurance coverage described below shall be furnished by the bidder with the following limits as a minimum:

1. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

*[This coverage must be for all employees of the Contractor employed on this project. A subcontractor on the project must provide a certificate for worker's compensation to the general contractor relating to the coverage of the employees of the subcontractor.]*

Workers' Compensation - Statutory Texas

Employer's Liability

Bodily Injury by Accident

Each Accident \$1,000,000

Bodily Injury by Disease

Each Disease \$1,000,000

Bodily Injury by Disease

Policy Limit \$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE

General Aggregate, including products and completed operations

\$2,000,000

Each occurrence

\$2,000,000

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERAGE

Owned, Non-Owned, and Hired

Combined Single Limit

\$ 500,000

4. POLLUTION LIABILITY

Each occurrence

\$1,000,000

Aggregate

\$2,000,000

C. Insurance shall be written by companies authorized to transact business in the State of Texas and acceptable to Alamo Community College District. The certificate must name the Alamo Community College District, its trustees, officers, employees and agents as additional insured (as the interest of each insured may appear) in respect to all liability coverage provided. The policy/certificate shall be executed by a duly authorized agent of the company.

D. All policies/certificates issued shall include a 30 day cancellation notice clause, whereby the policy shall not be canceled, reduced, restricted or limited until thirty (30) calendar days after Alamo Community College District (as the certificate holder) has received written notice of such change(s), as evidenced by a return receipt of a registered or certified letter.

E. Should the vendor/contractor fail to maintain the minimum coverage as required, the Alamo Community College District reserves the right to procure the necessary coverage and assess the cost of said coverage against the proceeds of the contract.

F. Contractor agrees to waive subrogation against the Alamo Community College District, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

#### IV. CONDITIONS & TERMS

- A. ACCD reserves the right to award this bid in the best interest of ACCD. Purchase order will be issued following award.
- B. To the extent that specific manufacturer's name(s), model numbers, and stated specifications were derived from technical literature on the equipment and/or supplies and materials stated as "desired", none of these should be construed as restrictive or limiting. The intent and purpose is to provide prospective bidders with frames of reference regarding minimum requirements for each unit. Whenever an article or material is described by using the term "or equal" if not inserted shall be implied. The specified item shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. Full and complete catalog illustrations, manufacturer's specifications and descriptive, technical data defining in detail the equipment or product proposed shall be submitted to ACCD Acquisitions Department with the bid. ACCD will make the final determination of the equivalency of the proposed substitution.
- C. Full and complete catalog illustrations, manufacturer's specifications and descriptive, technical data defining in detail the equipment or product proposed shall be submitted to ACCD Acquisitions Department with the bid. ACCD will make the final determination of the equivalency of the proposed substitution.
- D. Bidder's attention is called to the "Terms and Conditions" in attachment A which are fully applicable to this bid invitation.
- E. Errors/omissions made in the bid responses will be interpreted in favor of the Alamo Community College District.
- F. The terms and prices of the bid are to remain in effect for a period of ninety (90) days from the date of the bid opening. The anticipated award date is December, 2009. Once awarded, terms and prices submitted must remain in effect throughout the term of the contract.
- G. ACCD reserves the right to accept or reject any and/or all bids and to waive all formalities and any minor irregularities in any bid.
- H. Payment will be on a monthly basis within 45 days of receipt of an undisputed invoice. Invoices must reference the purchase order number.
- I. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders' facilities and equipment are subject to inspection.
- J. Prospective bidders must prove beyond any doubt to the ACCD District Director for Purchasing that they are duly qualified, capable, etc. to fulfill and abide by the specifications herein listed.
- K. When the Contractor cannot abide by all terms and conditions in fulfilling this contract, the Contractor must supply service or supplies from other sources at the contract price. If the Contractor delays in the above, the ACCD reserves the right to purchase on the open market and charge the Contractor the difference between contract price and the purchase price.
- L. **Bids not submitted on the Bid Schedule will not be considered.**
- M. Bidders shall indicate any exceptions to any paragraph; otherwise acceptance is assumed. Exceptions stated by the bidder to any of the paragraphs herein may be cause for rejection of the bid, other than variances deemed minor by ACCD. The bidder must certify whether **all** specifications have been met and state any exceptions on a separate sheet.
- N. **Acknowledgment of the Addenda** – Any clarifications or interpretations will be given to all known Companies in addendum form, and such addenda will be included as part of the IFB. Bidders shall acknowledge receipt of addenda in the spaces provided in the IFB. Only written interpretations or corrections by means of an addendum

shall be binding. No bidder shall rely upon any information given by any other method.

## V. GENERAL CONDITIONS

- A. It is the policy of the ACCD to encourage participation by certified small and historically underutilized businesses (SMWBEs) as contractors to the ACCD. The term "small, minority or woman-owned business enterprise" means a business which is a Corporation, Sole Proprietorship, Partnership or Joint Venture in which at least 51 percent is owned, operated, and controlled by a person or persons who are socially disadvantaged because of their identification as members or certain groups, who have suffered the effects discriminatory practices. SMWBE groups include: Black Americans – which includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans – which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Asian Pacific Americans – which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas; Native Americans – which includes persons who are American Indians, Eskimos, or Native Hawaiians; and Women – which includes all women of any ethnicity.

ACCD Purchasing Department maintains an active program for the identification and placement of certified SMWBEs on bidders' mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SMWBEs seeking contracting opportunities shall file a "Vendor Application", along with a copy of the SMWBE certificate, with the ACCD Purchasing Office, Room 101, 201 W. Sheridan, Building A, San Antonio, Texas 78204-1429. The form is available at the above office, can be obtained by calling (210) 485-0100, or you can visit our web site at <http://www.alamo.edu>, select Departments, Purchasing, Forms, then Vendor Registration.

- B. No person shall be subject to discrimination on the basis of race, color, age, gender, nationality, religion or disability (defined by ADA).
- C. Bidders 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 bid. 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 contract.
- D. The bidder affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, contribution, special discount, trip, favor, free meal, or service to a public servant or elected official in connection with this bid.
- E. The bidders must include in their response a notice to the District as to whether the person submitting the response or an owner or operator of the business entity has been convicted of a felony and the description of the conduct resulting in the conviction. The contract may be terminated if the District determines that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.
- H. Bidders must state on the bid form whether they owe State of Texas margin taxes. If bidder is corporation and becomes delinquent in the payment of its Margin Tax, then payments to the Vendor due under this agreement may be withheld until such delinquency is remedied.
- I. Bidder represents and warrants that it is not more than thirty (30) calendar days delinquent in child support payments and is eligible to receive payments from State funds as required by the Texas Family Code §231.006.
- J. The ACCD qualifies for exemption for 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 vendor(s) upon request.
- K. This contract may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of ACCD. Sixty (60) days written notice is required for any change in corporate status. All correspondence will be directed to the ACCD Purchasing Department, 201 W. Sheridan, San Antonio, Texas 78204.

- L. **Indemnification** – The awarded bidder hereby agrees to indemnify and hold harmless ACCD and its trustees, employees, and agents (the “Indemnitees”) from and against all claims, causes of action, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) which arise out of or are caused by the acts or omissions of the awarded vendor, except to the extent the same are caused by the negligence of the Indemnitees.
  
- M. **Dispute Resolution** – Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal actions, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
  
- N. **Release of Information:** Alamo Community College District (hereinafter called ACCD) 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 bidder/offeror (or any bidder/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, ACCD 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, ACCD will notify bidder/offeror (or the particular bidder/offeror affected) and bidder/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 bidder/offeror requests judicial intervention, the party so requesting shall indemnify ACCD for its costs (including attorney’s fees) associated with the judicial action. Under no circumstances will ACCD 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.
  
- O. The practice of directly contacting members of the ACCD Board of Trustees regarding contracting opportunities with the District is prohibited by ACCD policy. In order to maintain the highest ethical standards individuals/firms doing so will be referred to the District Director of Purchasing. A listing of all such contacts will be compiled and available to the public.
  
- P. **ACCD policy requirement (excerpt from C.1.5.1.):** 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 personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers/bidders) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer/bidder, might reasonably become interested in, any non-construction competitive procurement opportunity. If, from the date the project is approved for publication until a contract is executed, a potential proposer/bidder contacts any Board member or College District employee other than authorized Purchasing personnel, the Board member or College District employee shall inform the potential proposer/bidder that such communication is prohibited by policy, direct them to Purchasing, and immediately report the contact to the designated representative in Purchasing. Rules governing communication for construction-related procurement opportunities are found in C.2.3.4.

Purchasing shall keep a log of all such contacts. Proposers/bidders who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or

NAME OF BIDDER OR CONTRACTOR:	AUTHORIZED SIGNATURE :	Date
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other future procurement opportunities after Board review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the Chancellor.

Q. ACCD does not make partial payments on purchase orders unless required by contractual agreement.

**VI. SUBMISSION OF BIDS:**

A. Sealed bids shall be submitted in One (1) Original and Two (2) complete copies and delivered to:

Bid No. 10M-011  
Alamo Community College District  
Purchasing Department  
201 W. Sheridan, Building A, Room 101  
San Antonio, TX 78204-1429

prior to 2:00 p.m. CST on November 12, 2009, and then publicly opened and read in the Bid Opening Room #102. Any bids received after that time and date will be time stamped, rejected and returned unopened. The document label should be used to address the bid envelope. No bid may be changed, amended, or modified by any means, after the same has been submitted or filed in response to this notice. A bid may be withdrawn, however, and resubmitted any time prior to the time set for receipt of bids.

**E-mailed or faxed bids will not be accepted.**

B. Bid package (box/ctn) must indicate the Bidder's company name, the bid opening date, and the IFB number.

C. Bidders are responsible for timely delivery of their bid to the address shown above, irrespective of the delivery method used.

D. Bidders must submit one (1) original and two (2) complete copies of the bid response. Bidder must also submit any descriptive literature pertaining to the item(s) being bid.

E. By executive and submission of this bid, the bidder hereby represents and warrants to owner that the bidder has read and understands the bid documents and this bid is made in accordance with the bid documents.

F. The following items must be completed and returned to ACCD.

1. Page 10, 11 and 12 of IFB.
2. Page 13 of IFB "Certification of Non-Collusion"
3. Page 2 of Attachment A
4. Other documents as may be required by the Invitation For Bids.

G. If bidder chooses not to respond to this bid, please return the "No bid Response Form" (Attachment B) no later than 2:00 p.m. CST, November 12, 2009.

**VII. EVALUATION FACTORS**

In accordance with Texas Education Code, sub-section 44.031(b) as amended by the 80<sup>th</sup> Legislature, the Alamo Community College District shall consider the following criteria in evaluation of the bids/proposals for contract award.

1. The purchase \_\_\_60\_\_\_ points
2. The reputation of the vendor and of the vendor's goods or services \_\_\_10\_\_\_ points

NAME OF BIDDER OR CONTRACTOR:	AUTHORIZED SIGNATURE :	Date
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- 3. The quality of the vendor's goods or services \_\_\_10\_\_\_ points
  - 4. The extent to which to goods or services meet the district's needs \_\_\_10\_\_\_ points
  - 5. The vendor's past relationship with the district \_\_\_8\_\_\_ points
  - 6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses \_\_\_1\_\_\_ points
  - 7. The total long-term cost to the district to acquire the vendor's goods or services \_\_\_1\_\_\_ points
  - 8. Any other relevant factor specifically listed in the bid/request for proposals. \_\_\_N/A\_\_\_ points
- Total points for all evaluation factors \_\_\_100\_\_\_**

**VIII. BID SCHEDULE**

A. Complete swimming pool maintenance, chemicals, supplies and service for Palo Alto College in accordance with the specifications:

Cost per month: \$\_\_\_\_\_ through 8/31/10.

If service commences other than on the first day of the month, the first month service will be pro-rated.

Cost per month for month by month extension after 8/31/10: \$\_\_\_\_\_

**IX. REFERENCES**

**COMPANY 1**

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP-CODE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DESCRIPTION OF SERVICE: \_\_\_\_\_

PERIOD OF SERVICE: \_\_\_\_\_

**COMPANY 2**

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP-CODE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

NAME OF BIDDER OR CONTRACTOR:	AUTHORIZED SIGNATURE :	Date
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CONTACT PERSON: \_\_\_\_\_

DESCRIPTION OF SERVICE: \_\_\_\_\_

PERIOD OF SERVICE: \_\_\_\_\_

**COMPANY 3**

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP-CODE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DESCRIPTION OF SERVICE: \_\_\_\_\_

PERIOD OF SERVICE: \_\_\_\_\_

**X. BIDDERS CHECKLIST:**

A. Has one (1) original and two (2) complete copies of the bid been submitted with your response?  
Yes \_\_\_\_\_ No \_\_\_\_\_

B. Have all bid specifications and requirements been met? Yes \_\_\_\_\_ No \_\_\_\_\_

C. Is a list of three references included with bid? Yes \_\_\_\_\_ No \_\_\_\_\_

D. Has the certificate of "Non-Collusion" been signed? Yes \_\_\_\_\_ No \_\_\_\_\_

E. Have you ever been convicted of a felony? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_

F. Do you owe any State of Texas Margin taxes? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_

G. Is the person submitting this bid currently more than thirty (30) calendar days delinquent in child support payments?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_

H. Did you submit the MSDS for the proposed chemicals? Yes \_\_\_\_\_ No \_\_\_\_\_

I. Did you submit a listing of proposed water treatment equipment? Yes \_\_\_\_\_ No \_\_\_\_\_

J. Did you submit copies of resumes and certifications for personnel assigned to this contract?  
Yes \_\_\_\_\_ No \_\_\_\_\_

NAME OF BIDDER OR CONTRACTOR:	AUTHORIZED SIGNATURE :	Date
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Annual Contract for PAC Swimming Pool Maintenance Bid No. 10M-011

K. Did you submit the required insurance information (section III.)? Yes \_\_\_\_\_ No \_\_\_\_\_

L. Did you visit the job-site prior to submission of a bid? Yes \_\_\_\_\_ No \_\_\_\_\_

**A "NO" answer on this question immediately disqualifies a bid.**

M. Please assist us in keeping your company information accurate and up to date by checking the appropriate blocks.

1.  Dealer  Manufacturer  Jobber  Retailer  Factory Rate  Individual  Partnership  Incorporated  
 Publisher  Non-profit  Governmental Agency  Educational Institution  Professional Organization

2.  Minority Owned Business, if so, please state  Black  Hispanic  Native American  
 Asian Pacific American  Small Business  Women-Owned

3. Is your business considered a historically socially/economically disadvantaged?  Yes  No  
If so, is your business currently certified as such?  Yes  No  
With whom? \_\_\_\_\_

Please attach a copy of your current certification.

4. How did you learn about this project? \_\_\_\_\_

**XI. ADDENDA:**

Bidders hereby acknowledge receipt of the following Addenda to the Specifications, the provisions and requirements of which have been taken into consideration in the preparation of this IFB.

Addenda Numbers: No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_

***Bid/RFP documents (except for construction projects) are available on-line in both a read-only and downloadable version. In the event the specifications, terms and conditions contained in the downloadable version are modified by the bidder/offeror, the specifications, terms and conditions in the read-only version shall prevail. The original hard copy source document for the read-only version is on file at the Purchasing Department, ACCD, 201 W. Sheridan, Building A, Room 101, San Antonio, Texas 78204.***

NAME OF BIDDER OR CONTRACTOR:	AUTHORIZED SIGNATURE :	Date
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**CERTIFICATION OF NON-COLLUSION**

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

FILL IN APPLICATION INFORMATION:

A CORPORATION, chartered in the State of \_\_\_\_\_, authorized to do business in the State of TEXAS.

A Partnership, composed of: \_\_\_\_\_

An Individual, operating under the name of: \_\_\_\_\_

Respectfully Submitted,

(SEAL: If Bid is by a Corporation)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Position with Company

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-mail Address

## TERMS AND CONDITIONS OF INVITATION FOR BIDS

### Read Carefully

NOTE: The Alamo Community College District is indicated in the following with "ACCD".

1. **GENERAL CONDITIONS:** Bidders are required to submit their bids upon the following express conditions:
  - a. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
  - b. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of supplies, material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make all necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the ACCD or the compensation to the vendor.
  - c. Bidders are advised that all ACCD contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.
2. **PREPARATION FOR BIDS:** Bids will be prepared in accordance with the following:
  - a. All information required by the bid form shall be furnished.
  - b. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
  - c. Alternate bids will not be considered unless authorized by the Invitation for Bids.
  - d. Proposed delivery time must be shown.
  - e. Bidders will not include Federal taxes nor State of Texas limited sales excise or use taxes in bid prices since the ACCD is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
3. **DESCRIPTION OF SUPPLIES:** Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive, unless otherwise noted, and is used only to indicate type and quality. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified. ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE STATED IN WRITING IN THE BID RESPONSE.
4. **SUBMISSION OF BIDS:**
  - a. Bids and changes thereto, shall be enclosed in sealed envelopes addressed to the ACCD.
  - b. Bids must be submitted on the forms furnished.
  - c. Samples, when required, must be submitted within the time specified at no expense to the ACCD. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
5. **REJECTION OF BIDS:**
  - a. The ACCD may reject a bid if:
    1. The bidder misstates or conceals any material fact in the bid, or if,
    2. The bid does not conform to the law or the requirements of the bid, or if,
    3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the ACCD on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
  - b. No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract with the ACCD, they will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, age, disability or national origin and will submit such reports as the ACCD may thereafter require to assure compliance.
  - c. No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract the ACCD will not be legally responsible for liabilities resulting from/or relating to activities by the bidder and/or bidder's employees performed under the requirements of the contract. In addition the bidder will confirm in his/her bid strict compliance with all applicable safety regulations and workers' compensation laws issued by the government of the U.S.A. and/or the State of Texas.
  - d. The ACCD may, however, reject all bids whenever it is deemed in the best interest of the ACCD to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5(a)3 above. The ACCD may also waive any minor information or irregularities in any bid.
6. **WITHDRAWAL OF BIDS:** Bids may not be withdrawn after the time set for the bid opening, unless approved by the ACCD.
7. **LATE BIDS OR MODIFICATIONS:** Bids and modifications in pricing received after the time set for the bid opening will not be considered.
8. **CLARIFICATION OR OBJECTION TO BID SPECIFICATION:** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, he may submit to the ACCD District Director for Purchasing on or before five days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of bids. The ACCD will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.
9. **DISCOUNTS:** In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
10. **AWARD OF CONTRACT:**
  - a. The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the ACCD, price and other factors considered.
  - b. The ACCD reserves the right to accept any item or group of items of this bid, unless the bidder qualifies his bid by specific limitations. Re Par. 5(a)3 above.
  - c. A written award of acceptance (manifested by a purchase order or award letter) mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
  - d. Prices must be quoted F.O.B. Destination in San Antonio with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
11. **PERFORMANCE BOND:**
  - a. If applicable, the successful bidder(s) must furnish the ACCD with a performance bond in the amount set forth in the Invitation for Bids (See top paragraph, reverse side). This bond is not to be submitted with bid, but must be presented to the Purchasing Department upon notification. Ability to provide such must be stated in bid.
  - b. The ACCD will not enter into a contract or issue a purchase order until the successful bidder has complied with performance bond provisions.
  - c. The performance bond shall be in the form of a certified check, upon State or National Bank or Trust Company, or a check on such bank or trust company signed by a duly authorized officer thereof, or a certificate of deposit from such bank or trust company. All such checks and certificates of deposit shall be drawn payable to the order of the ACCD. The performance bond must be issued by a bonding company licensed to do business in the State of Texas.
  - d. The performance bond of the successful bidder(s) shall be returned by the ACCD upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
  - e. Failure of vendor to perform any of the services required by this contract within ten days of receipt of written demand of performance from ACCD, or failure of contractor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract, and shall cause this contract to terminate. In the event of such termination the performance bond shall be retained by the ACCD as liquidated damages, based upon mutual agreement and understanding between contractor and ACCD at the time this bid is solicited, submitted and accepted, that the ACCD is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the District Director for Purchasing, the failure of contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the contractor has no control, said performance bond may in whole or in part, as may be determined by the District Director of Purchasing be returned to the contractor without action by the Board of Trustees. It is understood that such determination shall be entirely discretionary with the District Director of Purchasing.

- 12. SUBCONTRACTS:**
- a. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work and/or testing within the bid/contract.
  - b. Unless otherwise required by the Contract/Bid document, the Contractor shall furnish to ACCD in writing the names by bid inclusion of Subcontractors for each of the principal portions of the work. The Contractor shall not employ any Subcontractor about whom ACCD may have a reasonable objection. Contracts between the Contractor and the Subcontractors shall bind each subcontractor, to the extent of the work to be performed by the subcontractor, to the same terms of the contract document.
- 13. DEFINITIONS:** Contracting Officer - The ACCD District Director of Purchasing, by virtue of office and appointment by the Board of Trustees, in accordance with prescribed regulations, is vested with the authority to enter into contracts, and make determination and findings, and has the authority to designate contract administration of any such contract to competent authorities. Any contract modification must have the prior written approval of the ACCD Contracting Officer.
- 14. GRATUITIES:** ACCD may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by ACCD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller or any agent or representative of the Seller, to any officer or employee of the ACCD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by ACCD pursuant to this provision, ACCD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 15. WARRANTY-PRICE:**
- a. The price to be paid by the ACCD shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, ACCD may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the ACCD shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 16. WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of ACCD. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 17. SAFETY WARRANTY:** Seller warrants that the product sold to ACCD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, ACCD may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by ACCD will be at Seller's expense.
- 18. RIGHT OF INSPECTION:** ACCD shall have the right to inspect the goods at delivery before accepting them.
- 19. CANCELLATION:** ACCD shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which ACCD may have in law or equity.
- 20. TERMINATION:** The performance of work under this order may be terminated in whole or in part by ACCD in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of ACCD set forth in Clause 19, herein.
- 21. FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of ACCD. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

I acknowledge that I have read and accepted these Terms and Conditions:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

IF YOU ARE NOT BIDDING ON THIS PROJECT,  
PLEASE COMPLETE THIS FORM, FOR OUR RECORDS.

**NO BID RESPONSE FORM**

ALAMO COMMUNITY COLLEGE DISTRICT

PLEASE COMPLETE AND RETURN IF APPLICABLE

The Alamo Community College District (ACCD) is interested in the reasons why you did not respond to our Invitation for Bid. Please fill out the information requested and return this form to the ACCD Purchasing Department at the address below:

**REASONS FOR NO RESPONSE** (please mark all those that apply to your circumstances)

- Could not meet specification requirements
  - Do not supply this material or service
  - Could not meet delivery requirements
  - Did not have time to prepare a bid
  - Cannot take additional jobs due to present workload
  - Could not be price-competitive
  - Other - please explain: \_\_\_\_\_
  - I want to remain on the mailing list for this item or service.
  - I do not want to remain on the mailing list for this item or service.
- Could not bid due to illness
  - Could not set price with manufacturer
  - Could not meet insurance requirements
  - Could not meet bonding requirements
  - Job is too big

10M-011  
Bid Invitation Number

November 12, 2009  
Date of Opening

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address City/State/Zip Code Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

Please send completed form by 2:00 PM C.T., November 12, 2009 to:

Alamo Community College District  
Purchasing Department  
201 W. Sheridan, Bldg. A, Room 101  
San Antonio, TX 78204-1429

**Vendor may fax this form to 210/485-0106 in lieu of mailing – Please fax by above deadline.**

Thank you for your time and effort and for showing an interest in the Alamo Community College District.

**ATTACHMENT C TO BID NO. 10M-011**

**Palo Alto College Natatorium  
Attendance and Hours of operation**

Patrons (attendance): September 1, 2008-August 31, 2009 (25,000 swimmers)

Swim Meets: September 1, 2008-August 31, 2009 (14 meets) (3,800 swimmers)

September 1, 2009-August 31, 2010 (14 meets) (4,000 swimmers estimate)

**Fall 2009/Spring 2010 Schedule**

***Adult Lap Swim***

Monday- Friday 7:15am-9:00am

Monday-Friday 12:00pm-1:00pm

Monday –Thursday 5:30pm-9:00pm

***Community Open Swim***

Monday-Thursday 5:30pm-9:00pm

Saturday 1:00pm-5:00pm

**Summer Schedule**

***Adult Lap Swim***

Monday- Friday 7:15am-9:00am

Monday-Friday 12:00pm-1:00pm

Monday –Thursday 5:30pm-7:30pm

***Community Open Swim***

Monday-Thursday 1:00pm-4:00pm

Tuesday & Thursday 7:30pm-9:00pm

Friday 1:00pm-9:00pm

Saturday 12:00pm-5:00pm