



ALAMO
COLLEGES
DISTRICT

**PURCHASE OF ROLLING OWNER CONTROLLED
INSURANCE PROGRAM (ROCIP) SERVICES**

REQUEST FOR PROPOSAL (RFP)

RFP-2026-0088

Release Date: March 4, 2026

Proposals must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Information."

Proposal Deadline: April 6, 2026, 2:00 p.m. CT

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KEY DATES AND INFORMATION

- RFP NAME:** Request for Proposal (RFP) for Purchase of Rolling Owner Controlled Insurance Program (ROCIP) Services
- CLOSURES:** The Alamo Colleges District will be closed on the following dates:
- > Monday March 9 to 13, 2026 – Spring Break
 - > Tuesday March 31, 2026 – Cesar Chavez Day
 - > Friday April 3, 2026 – Easter Holiday
- During this time, we will not be responding to any emails or phone call messages.
- SUBMITTAL DEADLINE:** April 6, 2026, prior to 2:00 pm CST.
- DELIVERY LOCATION:** Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or delivered to:
- Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Rolling Owner Controlled Insurance Program (ROCIP) Services
RFP-2026-0088
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFP may begin upon award and extend for an initial term of seven (7) years with the District's option to renew and/or extend the contract for three (3) terms of up to two (2) years each.
- NOTICE:** All questions related to this RFP are to be directed to Mariano Alaniz, Senior Purchaser via email to: malaniz1@alamo.edu with a copy to dst-purchasing@alamo.edu.

MINIMUM QUALIFICATIONS

The respondents to this RFP must have the following minimum qualifications. Failure to meet minimum qualifications may be grounds for rejection. Alamo Colleges District reserves the right to reject Proposals that fail to include this information with the Offerors Proposal submission.

- a. Offeror(s) must affirm in writing and include with supporting documentation with proposal submission: Offeror must provide documentation that their firm has ROCIP Services experience with a minimum of \$100M project value.
Yes _____ No _____

- b. Offeror(s) must affirm in writing and include with supporting documentation with proposal submission: Offeror must provide documentation that their firm has at least 10 years of experience, managing a ROCIP program.
Yes _____ No _____

GENERAL INFORMATION

A. RFP Project Scope:

The purpose of this RFP is to solicit proposals for the purchase of Rolling Owner Controlled Insurance Program (“ROCIP”) Services to manage a multi-site Capital Improvement Project (“CIP”) bond construction program, for the Alamo Colleges District, inclusive of all its individual college campuses and satellite locations.

B. Organizational Description (Who We Are)

1. Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the 2018 Malcolm Baldrige National Quality Award, the nation’s highest honor for performance excellence. The Aspen Institute named San Antonio College the winner of the 2021 Aspen Prize for Community College Excellence and received \$600,000. Four of the five colleges in the Alamo Colleges District are named in the top 150 of the nation’s best community colleges, and Palo Alto College is among the top two in the country. The Alamo Colleges District includes Palo Alto College, Northwest Vista College, San Antonio College, St. Philip’s College, and Northeast Lakeview College, along with a number of off-campus locations throughout the San Antonio metropolitan area, serving an eight-county region, with a total enrollment of over 90,000 students.



From our origin as a community college district in 1945 through decades of change and expansion, we have worked to make higher education accessible and affordable. Today, our five colleges fulfill this mission with a vast array of certificates, courses, 2-year degrees and four-year degrees. Our credits transfer to four-year universities for those pursuing advanced degrees, and our workforce development and continuing education programs help individuals build new careers and meet the needs of businesses. Our moonshot is to partner to end poverty through education and training – whether that’s a certificate, an associate degree, or workforce-oriented baccalaureate degrees.

The Alamo Colleges District is one of the largest community college systems in the United States and the fourth largest in Texas. Bexar County is the taxing district for ACD. We, however, serve a much larger region; our service area includes all of Bandera, Bexar, Comal, Kendall, Kerr and Wilson Counties, and most of Atascosa and Guadalupe Counties. San Antonio is the seventh-largest city in the nation with an estimated 1.5 million people, of which 60% are Hispanic. Of all students enrolled in post-secondary education in the city, approximately 39% are enrolled in one of our Colleges. A \$450 million capital improvement program was approved by the voters of Bexar County in 2017 to renovate aging facilities, build new facilities, buy land for future expansion, and expand our technology infrastructure.

ACD serves the Bexar County community and its service area through its programs and services that help students succeed in acquiring the knowledge and skills needed in today’s world. Students are taught by highly qualified faculty with Master’s and Doctorate degrees who are dedicated to creating a learning-centered environment. Student services include advising, computer labs, tutoring, financial aid services, services for the disabled, advocacy centers, developmental instruction, veteran’s services, and job placement assistance.

ACD, a Hispanic-Serving System which includes the nation's only college that is both a Historically Black College and a Hispanic-Serving Institution, is the nation's third largest producer of Hispanic nurses. ACD is also one of Texas' largest providers of online post-secondary education. A diverse international program brings Central American and other teachers to San Antonio for advanced education while affording students and faculty the opportunity to gain the skills to work in a global economy.

2. The Five Colleges of the Alamo Colleges District



The five colleges that comprise ACD include: St. Philip's College (SPC), established in 1898; San Antonio College (SAC), established in 1925; Palo Alto College (PAC), established in 1985; Northwest Vista College (NVC), established in 1995; and Northeast Lakeview College (NLC), established in 2007. All of the colleges are within San Antonio city limits except Northeast Lakeview College, located in Universal City, just to the northeast of San Antonio. Each College operates with significant autonomy in accordance with ACD's unique Participatory Leadership model of collaborative leadership between the Colleges and DSO (District Support Operations). Based on that autonomy, each College is accredited independently by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates. Beginning Fall 2021 the Alamo Colleges has been approved to offer the Bachelor of Science in Nursing degree.

The five college campuses encompass more than 5.4 million square feet of space on 779 acres across Bexar County. Each has typical college campus facilities such as academic and classroom buildings, administrative buildings, library facilities, gymnasiums, cafeterias, science classrooms and labs, and computer labs. In addition, there are a number of specialty facilities such as performing arts centers, natatoriums, allied health, emergency medical training areas, and aviation classrooms adjacent to the runway at the historic Stinson Field.

3. District Support Operations (DSO)

District Support Operations (DSO), located in the Alamo Colleges Center of Excellence for Student Success (ACCESS) building close to the urban contemporary Pearl District, provides administrative services and support to the five colleges under Collaborative Agreements. The ACCESS facility encompasses 160,950 square feet of space which houses the executive offices for the Chancellor and Vice Chancellors, as well as Human Resources, Legal Services, Ethics, Communications, Internal Audit, Strategic Planning and Performance Excellence, Institutional Research and Effectiveness, Information Technology, Finance and Fiscal Services, Facilities, Student Financial Aid, Center for Student Information, Police, workforce programs, and other service units. The ACCESS building has a large conference center for cross-college meetings, program collaboration, and community use. Some remaining DSO personnel are co-located with the colleges on their campuses, enabling them to be close to the students they support.

4. Off-Campus Sites

The Alamo Colleges District also maintains several off-campus sites to better serve the residents of Bexar County and those located within the surrounding service area.

- Brackenridge Education & Training Center
- Eastside Education and Training Center
- First Responders Academy (FRA), Von Ormy, TX
- Greater Kerrville - Alamo Colleges Center
- Harlandale Education and Training Center
- Northeast Lakeview College at New Braunfels
- Northwest Education & Training Center (under development)
- Northwest Vista College Southwest Research Institute Center
- Southside Education & Training Center
- St. Philip's College Military Base Locations
- St. Philip's College Southwest Campus
- Westside Education and Training Center
- Workforce Center of Excellence

Our Colleges are open-door institutions whose students come to college with various goals and at various levels of preparedness. Consequently, we serve students and the community with transfer courses, academic and technical degrees, and workforce development and continuing education options, offering more than 325 degree and certificate programs. Our educational program and service offerings are designed to meet the educational goals and service needs of our students. We deliver these services through semester, flex, weekend, evening, and online courses.

5. Awards and Recognitions

- The Alamo Colleges District (ACD) was honored with 2023 National Bellwether Award for Program Excellence.
- ACD Chancellor wins Baldrige Foundation Award for Leadership Excellence.
- ACD earns the Award of Excellence for Student Success from the American Association of Community Colleges (AACC).
- MacKenzie Scott donates a record sum of \$15 million to San Antonio College (SAC).
- SAC is the recipient of the \$1 million 2021 Aspen Prize for Community College Excellence.
- Northwest Vista College (NVC) and Palo Alto College (PAC) were named to the Aspen Top 150 community colleges.
- PAC receives a transformative gift of \$20 million from philanthropist MacKenzie.
- ACD honored with San Antonio Business Journal Resiliency in Business Award.
- ACD was honored with Rising Star Award by Campus Labs.
- Four Alamo Colleges Top in the Nation for Online Community Colleges (NVC, PAC, SPC, SAC).
- St. Philip's College receives the Texas Award-Next for Performance Excellence (TAPE) award. Northeast Lakeview College receives the Progress Level Recognition from the Quality Texas Foundation (QTF).
- The Aspen Institute named San Antonio College the top college in the nation for Community College Excellence.
- Northeast Lakeview College has received Progress Level Recognition from the Quality Texas Foundation.
- 2020 Ellucian Impact Award recipient, which honors higher education institutions that best harness the power of technology to solve challenges, operate more efficiently and enhance the student experience.
- Honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018).

- One of only four Texas community college institutions to be selected as a finalist for Excelencia in Education's inaugural Seal of Excelencia (May 2019).
- The Aspen Institute College Excellence Program named San Antonio College, Palao Alto College, Northwest Vista College, and St. Philip's College, to the list of 150 community colleges eligible to compete for the \$1 million Aspen Prize for Community College Excellence, the nation's signature recognition of higher achievement and performance among America's community colleges (November 2019).
- Palo Alto College was a finalist for the 2019 Aspen Prize and was recognized for its strong record of improvement with the Rising Star award, receiving \$100,000.
- St. Philip's College named #9 of the 2019 Best Online Community Colleges in Texas.
- Northeast Lakeview College ranked #12 of the 50 Best Community Colleges in the nation by Learn.org (March 2019).
- San Antonio College ranked one of the top community colleges for Hispanics, by Hispanic Outlook magazine (September 2019) for the third consecutive year.
- ACD was the only community college in Texas awarded the Certificate of Distinction by the Government Treasurers' Organization of Texas (GTOT) for its investment policy in fiscal year 2017.
- The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the ACD for its comprehensive annual financial report every year from August 31, 2017, to the present.
- The ACD Purchasing and Contract Administration department has been awarded the National Achievement of Excellence in Procurement Award from 2012 to 2022.

6. Workforce Profile of Alamo Colleges District

Our workforce includes 5,600 faculty, administrators, staff, and work study (student employees). The District's diverse workforce continues to be representative of both our student population and the demographics of Bexar County. Teaching faculty are required to meet the certification requirements associated with accreditation set by the SACSCOC. Some positions in the administrative segment require professional or doctoral degrees, while others require bachelor's or master's degrees, and positions in the staff segment require at least a high school level of education. While no bargaining units exist, the Faculty Senate and Staff Senate at each of the Colleges are engaged in Participatory Leadership for local initiatives. These groups are also part of a larger, Unified ACD Faculty Senate and Staff Senate, which addresses alignment issues as needed in the District. This is another example of our Participatory Leadership approach. Special health and safety related requirements exist in the following areas: recognized hazardous work environments such as welding, electrical, chemical, and ergonomics; compliance with Texas Commission on Law Enforcement Standards for police officers; and driving safety for vehicle operators.

7. Organizational Structure/Organizational Governance of ACD

The Chancellor is the Chief Executive Officer (CEO) and reports to a 9-member Board of Trustees (Board) and one non-voting Student Trustee; the members represent nine different districts in the San Antonio area and are elected by community members to serve for a term of six years. The Student Trustee is selected by the Board from the student associations of the five Colleges and serves a one-year term. The Board acts as a Committee of the Whole and is comprised of eight committees: Student Success; Building, Grounds, and Sites Selection; Policy and Long-Range Planning; Audit, Budget and Finance; Workforce; Legislative; Community Involvement; and Legal Affairs. Committees provide oversight of operations in their areas of responsibility and issue guidance and direction in the form of Board Policies. By state statute, the Board is the governing body that sets policy, appoints the Chancellor, levies property taxes, and approves the budget. The Board is the final authority on all matters of governance for the organization. College Presidents report to the Chancellor, serve as CEOs of

their college; and sit on the Strategic Leadership Team (SLT), the senior decision-making body within the organization.

C. Definition of Terms:

1. "Alamo Colleges District," "ACD," "District," "ACCD" or "Owner" refers to the Alamo Community College District.
2. "Offeror," "Proposers," "Respondent," or "Company" or "Administrator" refers to a company which chooses to submit a Proposal to provide products and/or services for the District as specified in this RFP.
3. "Contractor" refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this RFP.
4. "Proposal" refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the RFP.
5. "ACD Holidays" refers to ACD offices are officially closed. ACD Holidays generally include Labor Day, Thanksgiving, Winter Break, MLK Day, Spring Break, and Memorial Day, in addition to other designated holidays identified as "College Closed" in the Academic Calendar published online at <https://www.alamo.edu/academics/academic-resources/academic-calendar/> for each academic year.
6. "Board of Trustees" refers to the governing body of ACD.

SECTION 1
SCOPE OF WORK

A. **Scope of Work:** The Alamo Colleges District (“Owner”) is seeking proposals to select a Rolling Owner Controlled Insurance Program (“ROCIP”) Administrator to manage a multi-site Capital Improvement Project (“CIP”) bond construction program. Owner request proposals from all qualified and licensed Insurance Brokerage Firms (“Respondents”) to obtain all insurance coverages for a Rolling Owner Controlled Insurance Program (ROCIP) and provide all related administrative, safety, and loss control services. It is the intent of the “Owner” to contract with an “Administrator” for the duration of the CIP bond life cycle which will include multiple tranches over multiple years of funding. The estimated duration of the CIP program is 7 years.

Owner seeks to establish the ROCIP program for the CIP bond approved by the college district voters in 2025. The list of individual projects under the CIP bond can be found at <https://www.alamo.edu/about-us/our-district/CIP/>.

The planned tranches to support the 2025 bond CIP program are as follows:

Planned Tranches to Support the 2025 Bond CIP Program

Tranche	Planned Issuance	Planned Amount (In Millions)
Tranche 1	August 2025	\$223
Tranche 2	August 2026	\$218
Tranche 3	August 2027	\$198
Tranche 4	August 2028	\$174
Tranche 5	August 2029	\$174
Total All Tranches		\$987

Not all bond proceeds will be expended on construction. Proceeds may also be used to acquire improved and unimproved property.

The proposal should include procuring insurance coverage and providing administrative, safety, and loss control services the “Respondent” recommend supporting a successful program for Owner and program participants. “Respondent” may identify or propose other coverages or services not considered or mentioned in this RFP and discuss them as part of the proposal response. Insurance types that should be included in the ROCIP are the following:

1. Workers’ compensation
2. Commercial General Liability
3. Umbrella and/or Excess Liability
4. Builder’s Risk
5. Environmental/Pollution
6. Other necessary or appropriate coverage

Responses should reflect pricing both with and without the inclusion of workers’ compensation.

The ROCIP will be designed to protect Owner, its agents, contractors, and subcontractors of every tier from loss resulting from construction and construction-related activities. Coverage will not be extended to materials, dealers, delivery persons, and others who do not have employees working on the construction site.

B. Scope of Services: RESPONDENT shall provide all the insurance services as requested by Owner's Enterprise Risk Management and required to administer the ROCIP. Below is a list of anticipated services and Owner anticipates the need to modify, clarify and/or expand upon the services stated herein.

All reports, manuals, specifications and other documents mentioned below must be provided in a format acceptable to the Owner. In some cases, use of existing report formats may be required.

RESPONDENT, subsequently referred to as "Administrator" in this section (to include broker and/or 3rd party) shall provide the following services to the Owner:

1. ROCIP Structure and Process Assessment
Develop a ROCIP structure, processes, and procedures, including but not limited to retention levels, insurance services, ROCIP-related contract language, enrollment process, estimation of contractor insurance costs (aka deductions), program savings, loss prevention, loss ratio calculation, and claims management.
2. Design, Marketing and Implementation of Insurance Program
 - a. Analyze project hazards, insurance market conditions, and funding options and recommend appropriate level of risk retention and transfer.
 - b. Design, for the Owner's review and approval, a risk financing program which protects the Owner from loss and optimizes use of available funding. At a minimum, the Owner expects ROCIP program to include workers compensation, employer's liability, general liability, excess liability, builder's risk and contractor's pollution.
 - c. The Owner may request other quotes and recommendations regarding additional coverages as needed.
 - d. Identify and actively pursue insurance carriers that will deliver the desired coverage, financial, and operational terms required to implement the program.
 - e. Develop the underwriting submission for the insurance carriers. Include analysis of the risk and exposure, experience, and other information in a form acceptable to the underwriters. Provide a draft of the submission to the Owner in advance of presentation to underwriters.
 - f. Present specifications to the marketplace, request quotations for specified programs, respond to insurance carrier's questions, and provide additional

data, if requested.

- g. Provide a written analysis of the insurance carriers' quotations in a detailed manner that facilitates effective comparison in coverage and between options, assess whether quotations meet the Owner's specifications, and provide recommendations for insurance carrier selection.
 - h. Create an insurance selection criteria matrix for the evaluation team.
 - i. Facilitate the insurance carrier selection and interview process.
 - j. Facilitate negotiations and refinements with selected insurance carrier, including but not limited to, use of safety condition/observation database, collateral requirements, policy renewals, premium payment schedules, audit returns and buy-out provisions.
 - k. Upon the Owner's instructions, instruct insurers to bind coverage and maintain insurance policies and coverage without lapses unless the Owner is advised of and consents to coverage lapses in advance.
 - l. Review policies to verify conformance with specifications, coverages, deductibles, and provide copies of Master policies and all endorsements to the Owner.
 - m. Request all required coverage changes and ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to the Owner.
 - n. Coordinate ongoing insurer services between all parties.
 - o. Disclose any/all additional compensation, received by the Administrator, any of its affiliates, or any other intermediary broker during the term of this agreement, including, but not limited to, commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume over-rides, work transfer payments, service income, fiduciary funds income, sales incentives, and gifts.
3. Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator:
- a. Coordinate all data gathering functions and processes between all parties by attending any meetings as required and documenting decisions made.
 - b. Gather required data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
 - c. Communicate with contractors, insurance carriers and the Owner to secure ROCIP data required to enroll contractors, maintain policies, and report program status to the Owner.

- d. Develop a detailed ROCIP Manual (Administrative/ Claims/ Safety) (“ROCIIP Manual”) with written procedures and flowcharts for all functions and activities for the Owner’s review and approval. The ROCIP Manual shall explain in plain language the details of coverage provided by ROCIP, as well as the enrollment, safety, and claims reporting processes. The ROCIP Manual shall furnish enrollment forms, claims forms, an emergency contact sheet, Insurance Carrier poster, medical authorization forms for off-site treatment, a sample of a Return to Work policy, and a sample of a Bona Fide Offer of Employment. The ROCIP Manual shall reference the current FPC Safety Specification and provide web-based access for any and all necessary forms, sample letters, policies, etc. for administration of the program by the contractors. Site-specific ROCIP Manuals shall be developed for each project.
- e. Review and/or develop ROCIP-related provisions of contract documents and provide analysis and recommendations with regard to changes in wording and forms. As requested, review and provide analysis and recommendations for other contract provisions that may have implications for the ROCIP program, such as request for proposal, indemnification language and insurance requirements.
- f. Analyze Guaranteed Maximum Price Proposal and other contractor proposals to determine (i) appropriate deductibles; (ii) if deductions for the ROCIP coverage are reasonable and properly implemented; (iii) compliance with ROCIP bid instruction or provisions; and (iv) quality of proposals.
- g. With respect to policies placed by Administrator, issue insurance binders and certificates and deliver policies to all enrolled contractors. Review contractor insurance certificates for evidence of required coverages for exempted contractors. Monitor exposure changes and amend ROCIP policies as instructed by the Owner. Ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to the Owner.
- h. Prior to or contemporaneously with the date Owner executes the Notice to Proceed for Construction Phase Services and advises Administrator, Administrator’s enrollment representative and safety professional shall schedule and attend the meeting with the Contractor at a designated location to review the safety, claims and ROCIP enrollment requirements for each project. At this meeting, Administrator shall be responsible for the following items:
 - 1) Delivery of one each hardcopy of the site specific ROCIP manual to the contractor.
 - 2) Provide detailed explanation of the enrollment process, incident notification procedures, contractor payroll collection and submission process and insurance claims management requirements.
 - 3) Provide real-time review of ROCIP web-based information and ensure contractor access to same.
- i. As needed, conduct on-site Enrollment Workshops to assist contractors with the enrollment process.
- j. Secure, review for conformance to specifications, and maintain evidence of auto liability and all other required contractor furnished coverages from enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds are included in Certificate of Insurance, endorsements, and policies.

- k. Work with Enterprise Risk Management to coordinate Builders Risk coverage including but not limited to a project that may not be considered under the District's Builder's Risk and/or Contractor's Pollution Liability Programs. Recommend changes to the policy if warranted. Monitor policy expiration and notify the Office of Enterprise Risk Management of policy termination.
- l. Request and follow-up for other selected insurance coverage information required by the Owner for all enrolled contractors, as described in the contract documents provided to Administrator.
- m. Review evidence of insurance on each project for evidence that worker's compensation (WC) is carried by all tiers of subcontractors as required by the Division of Workers' Compensation, Texas Department of Insurance. Follow-up to ensure that all contractors on a project are either enrolled in ROCIP or have been approved for a written exemption. In the event that the Administrator is aware of a contractor that is neither enrolled in ROCIP nor approved for exemption, Administrator shall immediately notify the Owner.
- n. Lead and organize program status meetings once per month throughout the duration of the program.
- o. Document ROCIP meeting minutes and provide draft to the Owner within one (1) week of meeting.
- p. Provide a status report at monthly meetings, which provides detailed analysis and information concerning Administration, Enrollments, Claims, Safety, Program Costs, and Program Savings estimates by project in an electronic format.
- q. Periodically (at least annually) assess insurance market conditions and provide the Owner with an estimate of contractor insurance costs that would have been incurred had the ROCIP not been in place.
- r. Collect and report payroll data, including payroll associated with change orders, from all enrolled contractors on a monthly, or other mutually agreed, basis. Available technology that facilitates the payroll collection process should be used whenever possible.
- s. When necessary, take actions to manage insurance carrier audits. Provide information regarding ROCIP to the Owner when requested for audits of the Owner by other sources.
- t. Conduct ROCIP-related training with appropriate personnel of all enrolled contractors to explain the program.
- u. Verify the accuracy of any bills, audits, and other premium adjustments and maintain total program cost information on a monthly basis.
- v. Be available during regular business hours to answer phone calls and field questions.
- w. Provide presentations and written information to professional trade associations, Contractors, Project Managers, Resident Construction Managers, Construction Inspectors, Physical Plant Directors and other professional groups to disseminate general information about the program.

- x. Allocate all ROCIP associated costs by projects.
- y. Notify all enrolled contractors when ROCIP coverage no longer exists.

4. Safety Services

Administrator shall furnish at a minimum one, dedicated construction safety professional and other resources as necessary to achieve the following duties:

- a. Within two (2) months of the contract award and as part of the ROCIP Structure and Process Assessment, the Administrator shall conduct an evaluation of the current Facilities Operations and Construction Management Safety Specification, policies, procedures, and programs, and prepare a report to suggest detailed specific changes to improve the effectiveness of the safety process and claim management portions of the ROCIP program for the Owner's review and approval.
- b. Within one (1) month of start of construction activities, Administrator shall attend the Controlling Contractor's site safety orientation and offer any constructive feedback that could improve the delivery or content of the Controlling Contractor's message to workers. Any deviation to this requirement subject to acceptance by Enterprise Risk Management.
- c. Administrator shall coordinate with the designated FACILITIES OPERATIONS AND CONSTRUCTION MANAGEMENT representative the scheduling of job-site safety inspections by dedicated safety professionals for the Administrator and the Insurance Carrier. Scheduling shall assure a minimum of at least ten (10) work days between inspection visits for each project. Inspections shall consist of:
 - 1) Review of required pre-plans, training documentation and any other documents relevant to the work under construction.
 - 2) Physical inspection of the active portions of the site with the Controlling Contractor's Project Safety Coordinator (PSC) and/or Project Safety Assistant (PSA) representative and the Owner's project manager (as available).
 - 3) Preparation of a project safety inspection report entered into safety condition/observation database as selected by the Owner.
 - 4) Prior to leaving the site, conduct a post-inspection meeting with the Controlling Contractor representative to review any deficiencies, establish responsibilities and target dates for acceptable corrections.
 - 5) Any other mutually agreed upon services.
- d. Frequency of Project Safety Inspections:
 - 1) For every project with a construction value below \$10 million dollars, one dedicated representative of the Administrator shall conduct a minimum of one (1) inspection per month until directed to cease site visits by the Owner.
 - 2) For every project with a construction value at or above \$10 million dollars, one dedicated safety representative of the Administrator shall conduct a minimum of two (2) inspections per month until directed to cease site visits by the Owner.
- e. Administrator shall develop and maintain a database of safety and claim metrics

to produce a monthly report of collected data per project. Report shall include detailed analysis of safety metrics (lead and lag, positive and negative) and incidents, as well as an executive summary identifying project and program trends. Administrator shall track all safety deficiencies identified in surveys and follow-up to assure that such safety deficiencies are addressed by contractors. Administrator shall notify Enterprise Risk Management of any safety deficiency that is not addressed by contractors within a reasonable time.

- f. At least one (1) Safety Representative of the Administrator shall carry a cellular phone capable of voice and text messages at all times. The phone number shall be published on the emergency contact sheet as the main number to call when reporting a job-site incident. Phone calls or text replies shall be returned in a prompt and expedient manner.
- g. Administrator shall provide web-based training on a quarterly basis on topics determined by the Owner. Presentation material shall be of highest quality and presenters shall be professional and skilled in speaking to large professional audiences. Administrator shall issue certificates of attendance to all participants, maintain attendance records and provide archive of all presentations. In addition, Administrator shall provide training on topics that come from leading safety data gathered from claims, incidents, near misses and safety condition/observation data. This training should be anticipated to be delivered at the project level by professional speakers trained in the topics to be discussed. These project-specific training dates should be anticipated four times per year.
- h. Administrator shall provide adequate representation to participate in a minimum of one monthly Project Safety Coordinator conference call (more calls per month may be required depending on scope of projects under construction). Administrator representative(s) will provide updates on ROCIP issues associated with contractor enrollment, payroll collection and submission, contractor close-out, insurance claim reporting, and project safety. Administrator will provide conference call service. Enterprise Risk Management may provide topics to be discussed at their discretion.
- i. Administrator shall develop and present a monthly safety report per project of pertinent information for use by Enterprise Risk Management at the monthly service meeting.
- j. Administrator shall reserve a minimum of one (1) extra day per month for its Safety Professional(s) to conduct or facilitate special safety training as directed by Enterprise Risk Management.

5. Claims Management

Administrator shall designate a single Claims professional to achieve, with assistance as required, the following duties:

- a. Administrator shall advocate, on the Owner's behalf, with the insurance carrier with respect to an insurance carrier's selection of Medical Care Clinics near the location of each project. Administrator shall conduct an annual review of each Clinic to evaluate the management of claims by each Clinic. Administrator shall include these findings in their annual report to Enterprise Risk Management. Notwithstanding the foregoing, the Owner acknowledges and agrees that Administrator is not evaluating the adequacy of the treatment provided by such Clinics to patients and is not providing any other services hereunder that can be

construed as medical advice.

- b. Administrator shall coordinate claims handling activities and processes between the carrier, the Owner's personnel, and the appropriate contractor's representative(s).
 - c. Administrator shall confirm reporting by the contractor of all claim incidents to Enterprise Risk Management, Project Manager and to the carrier. Administrator shall also monitor claims activity.
 - d. Administrator shall provide monthly claims status report at monthly and or quarterly program service meetings. Administrator shall detail any areas of concern or issues with contractor participation in claims management.
 - e. Administrator shall provide recommendations for medical cost containment and other methods for reducing claims costs.
 - f. Administrator shall perform analysis of reserves and negotiate claims issues with the carrier.
 - g. Administrator shall coordinate quarterly claim review meetings between Alamo Colleges District and carrier.
 - h. Administrator shall perform an annual audit of a mutually agreed number of claim files and provide a report of findings and recommendations to the Owner.
 - i. Administrator shall make on-line access to carrier loss/claims information available to designated Owner representatives.
 - j. Administrator shall ensure that case management and medical bill review services are available for all workers compensation claims.
 - k. Administrator shall ensure that all deductibles are identified, tracked, collected, and utilized in compliance with the ROCIP.
6. Risk Management Information System (RMIS)
- a. Maintain ROCIP program and project data on an automated RMIS. Data to be collected and reported by Administrator consists of contractor's insurance premium rates and total costs, required enrollment data, contractor payroll, safety and claim metrics by contractor and by Controlling Contractor, change order construction values and payrolls, ROCIP insurance premium costs, ROCIP administrative costs, and deductible amounts paid by the Owner and any other mutually agreed upon data.
 - b. Prepare customized reports as reasonably requested by the Owner, such as a report of number of contracts enrolled versus number of contractors enrolled.
7. Miscellaneous Provisions
- a. Commit that the named principal and other key personnel responsible for the project will not be removed by the Administrator from the account without prior approval of the Owner unless such key personnel ceases to be employed by Administrator. Replacement of key personnel is subject to review and acceptance by the Owner.
 - b. Prepare Annual Reports and a Final Report regarding safety performance of

the construction program and the financial performance of the ROCIP for the Owner. Reports are to be Executive Reports based upon a September 1 to August 31 fiscal year and are due in the third week of September each year.

- c. All records and data maintained by the Administrator are the property of the Owner and shall be delivered to the Owner upon request and/or at completion of the ROCIP or at Contract termination. Data is to be provided in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of data.
- d. Stay abreast of the regulatory environment regarding construction insurance and ROCIPs in Texas. Advise the Owner of potential implications of proposed legislation and provide information regarding implications as requested by the Owner.
- e. Attend and actively participate in any ROCIP meetings with the Owner's staff and representatives when requested.
- f. Respond to requests (phone, text, and e-mail) from the Owner in a timely manner.
- g. Review and analyze each individual project under the CIP bond program and propose coverages to address the risk and possible unique exposures the District may have with each project.
- h. Participate in meetings with potential contractors to explain ROCIP.
- i. Recommend and/or administer a close out and transition services at the end of the ROCIP.

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

A. Terms and Conditions of the RFP:

1. Award of Contract.

Award will be made to the Offeror which provides the best value to the Alamo Colleges District based on 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 based on the Proposals initially submitted, without discussion, clarification, or modification. Respondent(s) who submit a Proposal may be required to make an oral presentation(s) of their Proposal to Alamo Colleges District.

2. 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.

a. The proposal must contain the response to the requested 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

Criteria	RFP Reference	Weighting Maximum Points
Purchase Price	Section 3	30
Reputation of the Vendor and of the Vendor's Goods or Services: <ul style="list-style-type: none"> - Offeror's history, philosophy and target market. - References. 	Section 2: <ul style="list-style-type: none"> A.2.b. 2) a) A.2.b. 2) b) 	10
Capability of Vendor: <ul style="list-style-type: none"> - Level and experience of professional and service staff - Offeror's background and experience in providing the requested goods and services - Plans, policies and procedures proposed to meet Scope of Services. 	Section 2: <ul style="list-style-type: none"> A.2.b. 3) a) A.2.b. 3) b) A.2.b. 3) c) 	15
Extent to Which the Goods or Services Meet the District's Needs: <ul style="list-style-type: none"> - Meet or exceeds requirements in the scope of services 	Section 2: <ul style="list-style-type: none"> A.2.b. 4) (Section 1, B)	30

Criteria	RFP Reference	Weighting Maximum Points
The Vendor's Past Relationship with the Governmental Entities: - Past experiences with Governmental Entities	Section 2 A.2.b.5)	5
Total Long-Term Cost to the District to Acquire the Vendor's Goods or Services: - Financial model	Section 2 A.2.b.6)	10
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 prices. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques. The award will be made on a best value basis.

b. In response to this RFP, please provide information regarding the following matters:

- 1) Purchase Price:
In reference to Section 3 of the RFP, the Offeror must provide a detailed explanation of how the proposed price(s) were derived for the items listed.
- 2) Reputation of the Vendor and of the Vendor's Goods or Services:
 - a) Provide a brief profile outlining Offeror's history, philosophy and target market.
 - b) References - 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 services of a comparable nature, scope and complexity have been provided by your firm. References must be for services performed in the name of Offeror; 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) should be of comparable size to Alamo Colleges District.
- 3) Capability of Vendor:
 - a) Provide an organizational chart, which includes key personnel and indicates the level and experience of professional and service staff to be assigned to deliver services to Alamo Colleges District.
 - b) A brief discussion of your firm's background and experience in providing the requested goods and services.
 - c) List the plans, policies and procedures your firm will use to provide Scope of Services.

- 4) **Extent to Which the Goods or Services Meet the District's Needs:**
Describe how your firm will meet each of the requirements outlined in the Statement of Work.
 - 5) **The Vendor's Past Relationship with Texas Governmental Entities:**
Provide any past experience working with Texas governmental entities over the last 15 (fifteen) years.
 - 6) **Total Long-Term Cost to the District to Acquire the Vendor's Goods or Services:**
Provide financial modeling that supports cost savings with OCIP.
3. **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. Offeror shall acknowledge receipt of addenda in the spaces provided in Section 4, Offeror's Check List, item "Q". Only written interpretations or corrections officially issued by an addendum shall be binding.
 4. **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 Bidder (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 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 Offeror 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 the release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.
 5. **Insurance.** The insurance requirement is enumerated in Section 8.
 6. **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.
 7. **Written questions must be received at least seven (7) calendar days prior to the deadline for proposals.** Alamo Colleges District is not responsible for misdirected or undelivered submissions.
 8. **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.

9. 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.
10. Proposals must be valid for one hundred twenty (120) days after the closing date for evaluation purposes.
11. Offeror must state on the proposal form whether they owe State of Texas margin taxes (formerly franchise tax).
12. 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.
13. Alamo Colleges District will not reimburse Offerors responding to this RFP 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.
14. Offerors shall indicate any exceptions to any paragraph; otherwise, acceptance of all conditions contained in the RFP 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.
15. Notification of Criminal History of Contractor. A person or business entity that enters 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 publicly held corporation.

16. By signing below, Proposers and any of their holding companies or subsidiaries affirmatively make the certifications, verifications, warranties and representations regarding all matters set forth in Attachment A as Certifiers thereunder.
17. 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.
18. 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.

19. District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member or College District employee other than authorized Purchasing and Contract Administration Department personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

Offerors 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.

20. The Alamo Colleges District makes 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 organizations in order to be deemed environmentally preferable.
21. 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) 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. Contractors shall be alerted 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, a breakdown of estimated cost, and a suggested schedule of when work should be started and completed.

22. 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/filinginfo/1295/>
23. 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.

24. Business to Business (B2B) Integration: Offerors' order placement process should allow for Business to Business integration 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 participating in the Alamo Colleges District eProcurement system will be provided, upon award of contract.
25. Civil Rights Act: Alamo Colleges District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

B. Preparation of Proposals:

1. Offerors are expected to examine the complete Request for Request for 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 Request for Proposal.

C. Submission of Proposal:

1. Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or submit one (1) original bound copy and one (1) electronic copy (preferred format for electronic copy is Word or PDF), of the Proposal on the forms provided, signed, and sealed, prior to 2:00 P.M. Central Time (CT) on April 6, 2026 , clearly identified as follows:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Rolling Owner Controlled Insurance Program Services
RFP # 2026-0088
Reception Desk
2222 N. Alamo St.
San Antonio, TX 78215

Vendors must be successfully registered to respond to solicitation events!!! If the individual company representative submitting a Bid/Proposal is not already registered, a new user link must be generated by Alamo Colleges Purchasing. If you have not already received a

registration link, you may email a request using the contact information found in the solicitation document. For further assistance with registering in the eBidding portal, you may email dst-purchasing@alamo.edu. **Once the email invite is received, user must register by clicking the green highlighted text “Please click the link to view the sourcing event.”** If vendor does not know his password or needs to reset his login he should contact Jaggaer Supplier support at 1-800-233-1121 (<https://www.jaggaer.com/supplier-support/>).

2. Any proposals received after the due date and time will be rejected and returned unopened. No proposal may be changed, amended, or modified after the same has been submitted 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.
3. Proposals should be submitted in narrative form comprehensively covering all points in Scope of Work and RFP Requirements in the order listed.
4. Proposals shall not exceed one hundred (100) 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, RFP pages requiring execution; and certificate of non-collusion.
5. 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.
6. Upon submission of a response, you agree to the following:

The Purchasing & Contract Administration recommendation and summary analysis may be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and be viewable by the public prior to the 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.

SECTION 3
PROPOSAL PRICING SCHEDULE

Proposal Pricing of: _____
Offeror Name

For evaluation purposes, the proposed prices will be used to calculate the annual cost for ROCIP Services. Please provide pricing based on the project value ranges below. Prices must be an Annual Flat Fee inclusive of all services provided. No additional charges will be accepted. Commission based fee structures will not be accepted or evaluated.

If the price is "\$0.00" or the menu 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 response." This information will be used in evaluating the Offeror's proposal.

Alamo Colleges reserves the right to make multiple awards as a result of this solicitation.

Item #	Description	Annual Flat Fee
1.	ROCIP Services based on Hard Construction Costs \$50 Million to \$150 Million In Project Value	\$ _____ Annually
2.	ROCIP Services based on Hard Construction Costs \$150 Million to \$250 Million In Project Value	\$ _____ Annually
3.	ROCIP Services based on Hard Construction Costs \$250 Million to \$350 Million In Project Value	\$ _____ Annually
4.	ROCIP Services based on Hard Construction Costs \$350 Million to \$450 Million In Project Value	\$ _____ Annually
5.	ROCIP Services based on Hard Construction Costs \$450 Million to \$550 Million In Project Value	\$ _____ Annually
6.	ROCIP Services based on Hard Construction Costs \$550 Million to \$650 Million In Project Value	\$ _____ Annually
7.	ROCIP Services based on Hard Construction Costs \$650 Million to \$750 Million In Project Value	\$ _____ Annually
8.	ROCIP Services based on Hard Construction Costs \$750 Million to \$850 Million In Project Value	\$ _____ Annually
9.	ROCIP Services based on Hard Construction Costs \$850 Million to \$950 Million In Project Value	\$ _____ Annually

In addition to providing the mandatory pricing information above, Proposer may offer alternative pricing.

SECTION 4
OFFEROR'S CHECKLIST

- A. Have all specifications and features been met? Yes No
If no, please explain: _____
- B. Has the Offeror provided a list of names, address, contact person, and phone numbers of a minimum of three (3) but not more than five (5) client references (including school districts, higher education institutions, or other political subdivisions) for which equipment and/or services of a comparable nature, scope and complexity have been provided by your firm? Yes No
- C. Has the certificate of non-collusion been signed? Yes No
If no, please explain: _____
- D. Does Offeror owe any State of Texas Margin taxes? Yes No
If yes, please explain: _____
- E. Is the person submitting this proposal currently more than thirty (30) days delinquent in child support payments? Yes No If yes, please explain: _____
- F. Location of Principal Place of Business (City/State): _____
- G. If neither bidding 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. If not submitted through the eBidding portal, has one (1) unbound original and one (1) electronic version on flash/thumb drive of the proposal been submitted with Offeror's response? Yes No
- K. Does the Offeror meet all specific requirements imposed by federal, state or local laws or rules and regulations? Yes No
- L. Offeror agrees to comply with all the stated requirements in this request for proposal. Any exceptions must be stated in the proposal response. Yes No
Exceptions: (Use additional pages, if necessary)

- M. Has all requested information in the RFP been addressed? Yes No
- N. Has information been provided to substantiate minimum qualifications? Yes No
- O. How did Offeror learn about this project? _____
- P. Offeror is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Yes No
- Q. The undersigned acknowledges receipt of the following Addenda to the Request for Proposal, the provisions and requirements of which have been taken into consideration in the preparation of this response.
Addenda Numbers: No. _____ No. _____ No. _____ No. _____

SECTION 6
PROPOSAL CERTIFICATION

I certify that I, the undersigned, am duly authorized to execute this certification. I have carefully reviewed the RFP 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 filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Section 8
General Terms and Conditions of the Contract
To Be Supplemented by Terms Specific to the Procurement

	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, a political subdivision of the State of Texas (“Alamo Colleges District”) and _ (“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 Colleges published a competitive procurement solicitation (“Request”), designated __ to obtain __ services for (College/District Office); 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**. The Contractor hereby agrees to furnish the services specified on **Exhibit A**.

3. PROJECT DELIVERABLES.

Contractor’s Project deliverables are set forth in **Exhibit A**. If Contractor employs or acts as booking agent for a particular person who is to perform the services (“Performer”), the name of the person providing the services must be specified at **Exhibit A**. **Completion of Exhibit B: Verification of Independent Contractor Status is mandatory if the Contractor is an individual.**

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's 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.**

8.1 **Applicable Law; FERPA.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel.

8.2 **Non-Discrimination.** Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.

8.3 **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.

8.4 **Covenants Pertaining to Any Contractor Employees Working at Alamo Colleges District Premises.** Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District's 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 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.

8.5 Data Security and Notification.

8.5.1 Personally Identifiable Information. Contractor's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District's employees, students, and/or vendors. Contractor agrees to use best practices to maintain data security 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. Contractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.

8.5.2 Payment Card Industry Data Security Standards. Contractor represents and warrants that should the Payment Card Industry Data Security Standards ("PCI-DSS") apply to any goods or services provided pursuant to this Agreement, Contractor shall maintain payment card information and process payment card transactions in compliance with the standards of the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). If applicable, Contractor shall provide Alamo Colleges District a current certificate of PCI compliance upon award and annually thereafter for the duration of this Agreement. Contractor agrees to indemnify and hold harmless Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns (collectively, "Protected Parties") from and against any and all complaints, claims, causes of action, liabilities, suits, damages, judgments, penalties, fines, assessments, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs) imposed upon, incurred by, or asserted against Protected Parties resulting from or related to any loss of Alamo Colleges District customer credit card or identity information managed, retained or maintained by Contractor, including, without limitation, fraudulent or unapproved use of such card or identity information. Contractor agrees to notify Alamo Colleges District of any security breach involving the aforementioned data within one business day after discovery.

8.5.3 If Contractor Is Authorized to Access, Transmit, Use, or Store District Data. The following provisions apply if Contractor is authorized to access, transmit, use, or store data for Alamo Colleges District.

8.5.3.1 If Contractor's services under the Agreement include cloud-based computing (as defined by Texas Government Code Section 2054.0593, presently by reference to Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology in effect as of January 1, 2015), the effectiveness of the Agreement is conditioned upon Contractor delivering evidence of its certification by the Texas Department of Information Resources pertaining to information security standards for cloud-based computing under what is termed the Texas Risk and Authorization Management Program (TX-RAMP) as addressed by Title 1, Chapter 202, Subchapter B of the Texas Administrative Code, including, without limitation, Section 202.27 (see also <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>), and agrees to maintain such certification, and conduct its services and processes to continually qualify to maintain such certification, for so long as that may be required.

8.5.3.2 If Contractor's services are not restricted to cloud-based computing, Contractor agrees to meet the security controls stated at

<https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx> (or as may be updated at **Exhibit A**) that Alamo Colleges District has determined to be proportionate with its risk under this Agreement based on the sensitivity of such data for this Agreement, risk level control designated at **Exhibit A** if applicable, and to periodically, upon request, provide evidence that Contractor meets such security controls.

8.5.3.3 If this Agreement gives Contractor access to or control of a system to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, Contractor represents that it is not owned or controlled within the meaning of Texas Government Code Sections 2274.0101- 0103 by the citizens or governments of China, Iran, North Korea, Russia, or another country designated by the Governor pursuant to that Section 2272.0103 as in effect for the duration of this Agreement, and agrees to notify Alamo Colleges District promptly should that representation no longer be accurate, in which case Alamo Colleges District may terminate this Agreement without any liability.

- 8.6** **Records.** Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such retention period shall extend until final resolution of the dispute. Contractor’s “Records” include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo Colleges District’s judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.
- 8.7** **Right to Audit.** Contractor grants Alamo Colleges District, any applicable grantor, or their designees the right to audit, examine or inspect (“Audit”), at Alamo Colleges District’s election, all of Contractor’s records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges District agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor’s Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate workspace necessary to conduct Audits.
- 8.8** **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.
- 8.9** **Prohibition Against Boycotting the State of Israel.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby certifies, represents and warrants that neither Contractor nor any of its affiliates presently does, and during

the term of this Agreement 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, but this requirement shall not be enforced for so long as it may be enjoined by a court of competent jurisdiction.

- 8.10 Prohibition Against Boycotting Energy Companies.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby verifies that it does not presently, nor during the term of this Agreement will it, any of them, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.
- 8.11 Prohibition Against Discriminating Against Firearm Entities or Firearm Trade Associations.** If the value of non-sole-source procurement(s) under this agreement equals or exceeds \$100,000, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined in Texas Government Code Chapter 2274.
- 8.12 Debarment.** Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). Contractor by its signature certifies that Contractor is not debarred from participation in grants or contracts by the U.S. government or the State of Texas, is not indebted to the State of Texas or Alamo Colleges District. In the event that Contractor is added to the Foreign Organization List or becomes debarred from participation in grants or contracts by the U.S. government or the State of Texas at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, of such status.
- 8.13 Policies.** Contractor agrees to abide by all applicable Alamo Colleges District's policies, including, without limitation, those relating to financial ethics, accountability and parking.

- 9. INTELLECTUAL PROPERTY RIGHTS, CONSENTS, LICENSES & ASSIGNMENTS.** If Contractor's services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images, including, without limitation, by Alamo Colleges District ("Consents"). If Contractor services hereunder include developing materials customized for use by Alamo Colleges District, Contractor warrants its full title and right to grant any intellectual property licensed or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party. Contractor consents to Alamo Colleges District making a recording, by whatever means and upon whatever media, of any verbal, audio or video report or presentation made in the performance of the Services ("Recording"). Unless Contractor's services hereunder are limited to those of a speaker or performer, such Recordings may be used for all purposes. If Contractor's services hereunder are limited to those of a speaker or performer, the Recording may be used by Alamo Colleges District only internally and for no more than 120 days. Unless Contractor's services hereunder are limited to those of a speaker or performer, Contractor grants to Alamo Colleges District a perpetual non-exclusive license to use all (i) Recordings and (ii) materials delivered hereunder in which Contractor or any Employees own or may claim any intellectual property rights, including the right to create derivative works, fully paid by the compensation payable to Contractor hereunder. Notwithstanding the foregoing, Speakers and Performers may further limit the use of Recordings or prohibit recording entirely by limitation added to **Exhibit A**.

Notwithstanding the foregoing, Alamo Colleges District may acquire exclusive intellectual property rights by specification at to **Exhibit A**.

10. LIABILITY, RISK AND INSURANCE.

10.1 Partial Release of Liability of Alamo Colleges District. CONTRACTOR HEREBY RELEASES ALAMO COLLEGES DISTRICT FROM ALL LIABILITY ARISING UNDER THIS AGREEMENT OR RELATING TO USE OF ANY ALAMO COLLEGES DISTRICT PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES DISTRICT’S NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, ARISING OUT OF OR RELATED TO THIS AGREEMENT, **with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.**

10.2 Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates. 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’s 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 CAUSED IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTY CLAIMING INDEMNITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THAT PROTECTED PARTY. Without limiting the generality of the foregoing, Contractor warrants its full title and right to grant any license granted or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party, and does hereby indemnify Alamo Colleges District from and against any liability to third parties claiming intellectual property rights in any material so licensed or otherwise infringed and from any associated costs of any kind whatsoever.

CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges District from 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, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

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.

10.3 Insurance.

10.3.1 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.

10.3.2 Contractor shall obtain at its own cost insurance with coverage of 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
Policy Limit (bodily injury by disease)	\$1,000,000
Each Employee (bodily injury by disease)	\$1,000,000

GENERAL COMMERCIAL LIABILITY

General Aggregate	\$2,000,000
Each Occurrence (bodily injury/property damage)	\$1,000,000
Each Occurrence (personal injury/advertising injury)	\$1,000,000
Each Occurrence (Damage to Premises Rented to You)	\$1,000,000

All coverage must be primary and non-contributory

BUSINESS AUTOMOBILE LIABILITY

(if service vehicle operated on property owned or controlled by ACD)

Combined Single Limit (bodily injury/property damage)	\$1,000,000
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Must include all owned, non-owned and hired vehicle

UMBRELLA/EXCESS LIABILITY

Each Occurrence	\$5,000,000
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“ **PROFESSIONAL LIABILITY (Errors & Omissions)**

Each Occurrence	\$5,000,000
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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.

11. PAYMENT. The entire Project cost shall not exceed the amount set forth in **Exhibit A**.

11.1 Alamo Colleges District will pay approved invoices, which must include the purchase order number, date of service, name of college, and a description of service, within forty-five (45) days of receipt at the address set forth in **Exhibit A**.

11.2 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. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.

11.3 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.

12. 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.

12.1 Termination without Cause. Alamo Colleges District may terminate this Agreement for convenience without any liability therefore by delivering written notice to Contractor no later than thirty (30) days prior to termination. Contractor’s fees due on termination without cause will be prorated based on the portion of authorized work completed.

- 12.2 **Material Breach; Insolvency.** 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, or immediately should Contractor become insolvent.
- 12.3 **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's obligations under the Agreement, consistent with the maintenance of reasonable reserves.

13. **GENERAL TERMS.**

- 13.1 **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. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.
- 13.2 **Notices.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit A** and maybe changed by giving 5 business days of notice.
- 13.3 **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.
- 13.4 **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. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 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's Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, 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, without limitation, epidemic. 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.

Authorized signatures below constitute acceptance of the terms and conditions set forth in this Agreement.

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____

By: _____

Date

Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBITS: Exhibit A - Project Details

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT

- 1. Exact Legal Name of Contractor:
- 2. Term of Agreement:
- 3. Project Description:
- 4. Alamo Colleges District Representative and College/DSO:
- 5. Maximum Amount Payable to Contractor:
- 6. Project Interim Payment Milestones:
 - (description of milestone) - \$
 - (description of milestone) - \$
 - (description of milestone) - \$

Total: \$

- 7. Detailed Contractor Deliverables: Contractor agrees to:
- 8. Notice Addresses:

Notices to Alamo Colleges District:

Attention:
(College or DSO)

Email: @alamo.edu

Attention:
(College or DSO)

Email: @alamo.edu

- 9. Notices to Contractor:

Tel:
Email:

- 10. Contractor shall submit all invoices to Alamo Colleges District at the following address:

Email:

- 11. Any location requirements for the Project:
- 12. Content for Contractor authorized to access, transmit, use, or store data for Alamo Colleges District, if applicable 12.1 Contractor TX-RAMP certification requirement & verification of certification attachment as per 8.5.3.1: yes/no
 - 12.2 Any information technology security level applicable as per section 8.5.3.2 (Security control requirements are posted at <https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx>):
- 13. Other Requests/Requirements/Conditions/Exclusions:

ATTACHMENT A REPRESENTATIONS AND WARRANTIES

The person or entity soliciting a contract from the Owner and/or entering into a contract with the Owner, as the case may be (hereinafter “Certifier”), hereby represents, warrants, acknowledges, affirms, and certifies that they are and will remain in compliance with all the following provisions, as required by law and as applicable for the solicitation and/or contract with the Owner, as the case may be:

The Certifier acknowledges that this Attachment contains provisions of law that may not be applicable to them, their project, solicitation, and/or contract; accordingly, the Certifier must strikeout using an X and initial any provisions that they are unable to or unwilling to comply with, represent, verify, acknowledge, affirm, certify, or agree to.

Computer Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

Antitrust Affirmation. The Certifier affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this document, neither I nor any representative of the Certifier have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this document, neither I nor any representative of the Certifier have violated any federal antitrust law; and (3) neither I nor any representative of the Certifier have directly or indirectly communicated any of the contents of this document to a competitor of the Certifier or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Certifier.

Assignment. The Certifier shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, the Certifier agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Certifier certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f) of the Family Code.

Cloud Computing Risk. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, the Certifier represents and warrants that it complies with the requirements of the state risk and authorization management program and the Certifier agrees that throughout the term of the contract it shall

maintain its certifications and comply with the program requirements in the performance of the contract. This clause only applies to contractors doing business related to cloud computer services.

Computer Equipment Recycling Program. If the Certifier is submitting a response or bid for the purchase or lease of computer equipment, the Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328 related to the Computer Equipment Recycling Program.

Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, the Certifier agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Certifier on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Certifier or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Certifier agrees that the contract can be terminated if the Certifier knowingly or intentionally fails to comply with a requirement of that subchapter.

COVID-19 Vaccine Passport Prohibition. The Certifier certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Certifier's business. The Certifier acknowledges that such a vaccine or recovery requirement would make the Certifier ineligible for a state-funded contract.

Cybersecurity Training. The Certifier shall ensure that any of the Certifier's employees or subcontractor employees who has access to Owner's computer system or database shall complete a cybersecurity training program certified under Section 2063.102 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. If applicable, the Certifier shall provide the Owner with verification of the completion of the requisite training.

Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, the Certifier certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Owner as evidence of the Certifier's compliance with the required controls.

Dealings with Public Servants Affirmation. The Certifier has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to a public servant in connection with the submitted response, bid and/or contract.

Debts and Delinquencies Affirmation. The Certifier agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan. In accordance with 13 TAC § 6.94(a)(9), the Certifier shall provide to Owner the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, the Certifier certifies that it does not employ an individual who has been employed by Owner at any time during the two years preceding the submission of this document or, in the alternative, the Certifier has disclosed in its response or bid the following: (i) the name and nature of the previous employment with Owner; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Energy Company Boycotts. If the Certifier is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, the Certifier verifies that the Certifier does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Israel Boycotts. If the Certifier is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Certifier certifies that the Certifier does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If the Certifier does not make that certification, the Certifier must indicate that in its bid or response and state why the certification is not required.

E-Verify Program. The Certifier certifies that for contracts for services, the Certifier shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by the Certifier to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by the Certifier to perform work pursuant the contract within the United States of America.

Executive Head Affirmation. Under Section 669.003 of the Texas Government Code, the Certifier certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. the Certifier must provide the following information in the response or bid (i) name; (ii) name of department; (iii) date of separation; (iv) position; and (v) start date.

False Statements. The Certifier represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a document with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted document and any resulting contract.

Financial Participate Prohibition Affirmation. Under Section 2155.004(b) of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Firearm Entities and Trade Associations Discrimination. If the Certifier is required to make a

verification pursuant to Section 2274.002 of the Texas Government Code, the Certifier verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Excluded Parties. The Certifier certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2275.0102, the Certifier certifies that neither it nor its parent company, nor any affiliate of the Certifier or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

Foreign Terrorist Organization. The Certifier represents and warrants that it is not (a) engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; (b) an organization designated as a foreign terrorist organization by the United States Secretary of State, as authorized by 8 U.S.C. Section 1189, as amended; (c) not a company that is identified on a list prepared and maintained by the Texas Comptroller under Tex. Gov’t Code §§ 806.051, 807.051, or 2252.153., as amended; and (d) a company that does business with a foreign adversary (i) identified by the United States Director of National Intelligence as a country that poses a risk to the national security of the United States in at least one of the three most recent Annual Threat Assessments of the U.S. Intelligence Community issued pursuant to Section 108B, National Security Act of 1947 (50 U.S.C. Section 3043b); or (ii) designated by the governor of Texas after consultation with the public safety director of the Department of Public Safety.

National Defense Affirmations. The Certifier certifies that neither it, nor its holding companies or subsidiaries, is: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. Section 791.4; or (d) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. Section 791.4.

Protection of Critical Infrastructure. For purposes of this paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, the Certifier shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or

governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. The Certifier will notify the Owner before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

Former Employees. The Certifier represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the contract or this document.

Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is Bexar County, Texas unless a specific venue is otherwise required by law.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

GENERAL INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CERTIFIER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

DESIGN PROFESSIONAL INDEMNIFICATION. THE CERTIFIER, IF A DESIGN PROFESSIONAL, IN LIEU OF THE OTHER INDEMNIFICATIONS HEREUNDER, SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CERTIFIER OR ITS AGENTS, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CERTIFIER EXERCISES CONTROL. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER

WITH THE OWNER'S LEGAL COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S LEGAL COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INTELLECTUAL PROPERTY INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF THE CERTIFIER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE CERTIFIER'S AND/OR OWNER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OWNER BY THE CERTIFIER OR OTHERWISE TO WHICH OWNER HAS ACCESS AS A RESULT OF THE CERTIFIER'S PERFORMANCE UNDER THE CONTRACT. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CERTIFIER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OWNER'S COUNSEL. IN ADDITION, THE CERTIFIER WILL REIMBURSE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OWNER DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CERTIFIER OR IF OWNER IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, OWNER WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CERTIFIER WILL PAY ALL REASONABLE COSTS OF OWNER'S COUNSEL.

Conflict of Interest. The Certifier represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Public Information Act. Information, documentation, and other material in connection with this document or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the

Texas Government Code, the Certifier is required to make any information created or exchanged with the Owner pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Owner.

Signature Authority. By submitting this document, the Certifier represents and warrants that the individual submitting this document and the documents made part of this document is authorized to sign such documents on behalf of the Certifier and to bind the Certifier under any contract that may result from the submission of this document.

Standard of Care for Architectural and Engineering Contractors. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, the Certifier shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

Auditor's Right to Audit. The Owner's auditor or its representatives or designees ("Auditor") may conduct an audit or investigation of any entity receiving funds from the Owner directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Certifier or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the Owner's auditor or its representatives or designees, to conduct an audit or investigation in connection with those funds. The Certifier or other entity that is the subject of an audit or investigation by the Auditor must provide the Auditor with access to any information the Auditor considers relevant to the investigation or audit. The Certifier shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Suspension or Debarment. The Certifier certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

Television Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program. This Clause only applies to solicitations and contracts for the purchase or lease of covered television equipment.

Termination for Non-Appropriation. The contract is subject to termination or cancellation, without penalty to Owner, either in whole or in part, subject to the availability of funds.

Terms and Conditions Attached to Response. Any terms and conditions attached to a response or bid to a solicitation will not be considered unless specifically referred to in the response or bid to the solicitation.

Texas Bidder Affirmation. The Certifier certifies that if a Texas address is shown as the address of the Certifier on this response or bid to a solicitation, the Certifier qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Abortion Provider and Affiliate Transactions Prohibited. The Certifier represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Owner to the Certifier and the Certifier's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act. Additionally, the Certifier represents and warrants that they are not an abortion provider or an affiliate of an abortion provider, as described in Tex. Gov't Code §§ 2273.001, et seq, as amended.

Availability of Records. The Certifier will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by the Certifier pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner.

American with Disability of Act. The Certifier represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

Artificial Intelligence Disclosure. The Certifier certifies that its response bid or documents disclose each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The Certifier promises not to use an artificial intelligence system to perform the contract without the prior written consent of the Owner and disclosure of such use.

Binding Effect. The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

Changes in the Law and Compliance with the Law. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

Damage to Government Owned Property. The Certifier shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Certifier and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. The Certifier shall notify the Owner in writing of any such damage within one (1) calendar day. The Certifier is responsible for the removal of all debris resulting from work performed under the contract.

Disclosures of Interested Parties. The Certifier represents and warrants that if selected for award of a contract, the Certifier will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Discounts Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly rates granted by the Certifier to Owner herein are at least as favorable as the benefits, pricing and hourly rates granted by the Certifier to any previous client of the Certifier for services and/or products similar to those provided hereunder. If the Certifier enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this contract, the Certifier shall notify Owner promptly of the existence of such more favorable benefits, pricing and/or hourly rates and Owner shall have the right to receive the more favorable contractual terms immediately. If requested in writing by Owner, the Certifier hereby agrees to amend this contract to contain the more favorable benefits, pricing, and/or hourly rates.

Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

Equal Employment Opportunity. The Certifier represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

Occupational Safety and Health. The Certifier represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Force Majeure. Neither the Certifier nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Immigration. The Certifier represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.

Independent Contractor. The Certifier acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that the Certifier and its personnel are not employees of the Owner.

Notice of Legal and Regulatory Actions. The Certifier represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or

investigations, etc., pending or threatened against the Certifier or any of the individuals or entities included in the documents, response, or contract (as the case may be) within the five (5) calendar years immediately preceding the submission of the documents, response, or contract (as the case may be) that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owners consideration of the documents, response, or contract (as the case may be). If the Certifier is unable to make the preceding representation and warranty, then the Certifier instead represents and warrants that it has included as a detailed attachment in its documents, response, or contract (as the case may be) a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the documents, response, or contract (as the case may be). In addition, the Certifier represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

Grant of License. The Certifier hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to the Certifier; and (b) to sublicense any or all such rights to third parties.

Limitation of Authority. The Certifier shall have no authority to act for or on behalf of Owner except as expressly provided for in the contract; no other authority, power or use is granted or implied. The Certifier may not incur any debt, obligation, expense, or liability of any kind on behalf of Owner.

Lobbying Prohibition. The Certifier represents and warrants that Owner's payments to the Certifier and the Certifier's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

Media and Advertising. The Certifier shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Owner is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, response, bid, document, or the goods or services to which they relate without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

No Felony Convictions. The Certifier represents that neither the Certifier nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred the Certifier has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

No Implied Waiver or Estoppel. No provision of the solicitation or contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities

available to Owner. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Owner by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

No Quantity Guarantees. The contract is not exclusive to the Certifier. Owner may obtain products and related services from other sources during the term of the contract. Owner makes no implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

No Third Party Beneficiaries. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations, or liabilities pursuant to, or by reason of, this contract.

Permits, Certifications and Licenses. The Certifier represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

Prompt Payment. All payments to the Certifier by Owner, any payments by the Certifier to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

Work for Hire. For purposes of the contract, the term “Work” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced, or generated in connection with the services provided under the contract. The Certifier and Owner intend this agreement to be a contract for the services, in whole or in part, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Certifier to be a work made for hire. The Certifier and its employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Owner. The Certifier acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Owner. If for any reason the Work would not be considered a work-for-hire under applicable law, the Certifier does hereby sell, assign, and transfer to Owner, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. The Certifier agrees to execute all papers and to perform such other property rights, as Owner may deem necessary to secure for Owner or its designee the rights herein assigned. In the event that the Certifier has any rights in and to the Work that cannot be assigned to Owner, the Certifier hereby grants to Owner an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce,

distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Owner's request, the Certifier shall deliver to Owner all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. The Certifier will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Owner.

Records Retention. Unless provided otherwise in the general conditions or elsewhere, the Certifier shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Owner requirements. These records will be maintained and retained by the Certifier for a period of ten (10) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Refund. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Restricted Employment. Owner certifies that it has not employed and will not employ a former officer or employee who participated in a procurement or contract negotiations for Owner involving the Certifier within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn

Erasing of Hard Disk. All equipment provided to the Certifier by Owner that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

Severability. If any provision of the contract is construed to be illegal, invalid, or unenforceable, such construction will not affect the legality, validity, or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.

Immunity. The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Owner of any immunities from suit or from liability that the Owner may have by operation of law.

Subcontract Approval. The Certifier may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Owner. Subcontracts, if any, entered into by the Certifier shall be in writing and be subject to the requirements of the contract. Should the Certifier subcontract any of the services required in the contract, the Certifier expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of the Certifier. In no event shall this provision relieve the Certifier of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

No Intimidation. The Certifier certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against: (i) a member of the Owner's governing body, the state legislature or person employed to support the Owner or state legislature in any capacity; (ii) a family member of a person described by (1); (a) a state agency or Owner employee; or (b) an individual making a complaint or raising concerns regarding Owner's operations or contracting.

No interference. The Certifier certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence Owner contracting decision or proceeding. The Certifier acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from Owner contracts, and otherwise penalized.

Survival. Expiration or termination of the contract for any reason does not release the Certifier from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, insurance, and rights and remedies upon termination.

Taxes. Purchases made for Owner's use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. The Certifier represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales, or excise taxes of the Certifier or its employees. Owner shall not be liable for any taxes resulting from the contract.

Accessible Technology. The Certifier expressly acknowledges that Owner's funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, the Certifier represents and warrants to Owner that the technology provided to Owner for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means

a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

Termination for Convenience. Owner reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, if Owner determines that such termination is in the best interest of the Owner. In the event of such a termination, the Certifier must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Owner shall be liable for payments limited only to the portion of work Owner authorized in writing and which the Certifier has completed, delivered to Owner, and which has been accepted by Owner. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Owner shall have no other liability, including no liability for any costs associated with the termination.

Trademarks. The Certifier hereby acknowledges and agrees that the trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

Deceptive Trade Practices. The Certifier represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative or judicial forum, hearing or court and that the Certifier has not been found to be liable for such practices in such proceedings. The Certifier certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative or judicial forum, hearing or court and that such officers have not been found to be liable for such practices in such proceedings.

Use of Owner's Property. The Certifier is prohibited from using Owner Property for any purpose other than performing Services authorized under the contract. Owner Property includes, but is not limited to, Owner's real property, classroom or office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner – issued software, and the Owner Virtual Private Network (VPN client)), and any other resources or personal property of Owner. The Certifier shall not remove Owner Property. In addition, the Certifier may not use any computing device to access Owner's network or e-mail. The Certifier shall not perform any maintenance services on Owner Property unless the contract expressly authorizes such services. During the time that Owner Property is in the possession of the Certifier, the Certifier shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of Owner Property or damage beyond normal wear and tear and (ii) all charges attributable to the Certifier's use of Owner Property that exceeds the contract scope. The Certifier shall fully reimburse such charges to Owner within ten (10) calendar days of the Certifier's receipt of Owner's notice of amount due. Use of Owner Property for a purpose not authorized by contract

shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Owner under contract, at law, or in equity.

United States Iron and Steel. The Certifier warrants and represents any iron or steel produced through a manufacturing process and used in the Project will be produced in the United States unless the Owner has determined otherwise, as provided in Tex. Gov't Code §§ 2252.202, as amended.