



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

PURCHASE OF BOND COUNSEL SERVICES

REQUEST FOR QUALIFICATIONS STATEMENT (RFQS)

RFQ 2026-0086

Release Date: October 28, 2025

Qualifications Statements must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Qualifications Statements Deadline:

November 17, 2025, 2:00 p.m. (C.S.T.)

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KEY DATES AND INFORMATION

RFQS NAME: Request for Qualifications Statement for the Purchase of Bond Counsel Services

SUBMITTAL DEADLINE: November 17, 2025, prior to 2:00 pm (C.S.T.)

DELIVERY LOCATION: Offeror may upload the Qualifications to [Alamo Colleges District e-Bidding portal](#).
or delivered to:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Bond Counsel Services at Alamo Colleges District
RFQ # 2026-0086
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 RFQS will begin on an effective date selected by Alamo Colleges District once an agreement for a fair and reasonable price is negotiated, executed and terminate three (3) years thereafter, and have three one year renewals on the same terms and conditions at the option of Alamo Colleges District.

NOTICE: All questions related to this RFQS are to be directed to Maria Velma Bates, Assistant Director, via email to: mbates28@alamo.edu with a copy to dst-purchasing@alamo.edu list the title in the subject line.

GENERAL INFORMATION

1. Organizational Description (Who We Are)

Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the Malcom Baldrige National Quality Award, the nation's highest honor for performance excellence, in both 2018 and 2024. 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. 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 unduplicated enrollment of over 88,000 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. ACD provides academic, vocational and technical courses for certificates of completion, associate degrees, bachelor's degrees, continuing education and workforce training at its five colleges and seven education and training centers. 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 is 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.

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 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 is accredited independently by the Southern Association of Colleges and Schools Commission on Colleges.

Each College 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. ACD occupies more than 6.8 million square feet of space on 1,047 acres. A \$987 million capital improvement program was approved by the voters of Bexar County in 2025.

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 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.

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5. Awards and Recognitions

2025

- The Aspen Institute named NVC as a finalist for the 2025 Aspen Prize for Community College Excellence
- All five Alamo Colleges earn gold-level Veteran Education Excellence Award
- ACD received the 2025 Excellence in Mental Health and Well-Being Award from Insight Into Academia magazine.
- AAA Bond Rating (Moody's)
- AAA Bond Rating (Standards and Poor's)

2024

- ACD honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018 and 2024).
- Great Place to Work Designation (Great Place to Work)
- Leader College of Distinction (Achieving the Dream)
- Network Legend Award (Achieving the Dream)
- Certificate of Excellence in Financial Reporting (Government Finance Officers Association)
- Certificate of Distinction Award (Government Treasurers' Organization of Texas)

2023

- ACD honored with National Bellwether Award for Program Excellence.
- Leader College (Achieving the Dream)
- ACD Chancellor wins the Baldrige Foundation Award for Leadership Excellence.

2022

- ACD earns the Award of Excellence for Student Success from the American Association of Community Colleges.
- ACD receives the Franklin Covey Greatness Award.

2021

- SAC is the recipient of the \$1 million 2021 Aspen Prize for Community College Excellence
- NVC and PAC named to Aspen Top 150 community colleges

2020

- ACD honored with San Antonio Business Journal Resiliency in Business Award.
- Four Alamo Colleges Top in the Nation for Online Community Colleges (NVC, PAC, SPC, SAC)

- ACD Honored with 2020 Leah Meyer Austin Award from Achieving the Dream
- SPC receives the Texas Award-Next for Performance Excellence

6. *Workforce Profile of Alamo Colleges District*

Our workforce includes 6,707 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. 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) with one non-voting Student Trustee; the members represent nine different districts in Bexar County 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. 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, the senior decision-making body within the organization

Definition of Terms:

- "Alamo Colleges District," "A C D" "District," or "ACCD" refers to the Alamo Community College District.
- "Offeror," "Proposers," "Respondent," or "Company" refers to a company which chooses to submit ~~a~~ Qualifications to provide products and/or services for the district as specified in this RFQ.
- "Contractor" refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this RFQ.
- "Qualifications" refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the Agreement.
- "Board of Trustees" refers to the governing body of ACD.

SECTION 1 SCOPE OF WORK

A. PURPOSE:

The purpose of this RFQS is to solicit qualification statements for The Alamo Community College District ("Alamo Colleges District" or the "District") for the purchase of legal services from an experienced and qualified firm to serve as Bond Counsel. The firm must possess demonstrated ability, knowledge and expertise to provide bond services to the District. It is important that the firm have sufficient depth of talent and experience in public education bond law, tax law, local government law, the trial and appeal of bond validation actions, and the issuance of tax exempt Texas Community College District, Texas School District and other relevant entities' bonds and notes and that it be in a position to respond quickly and efficiently.

- B. Scope of Work:** The Alamo Community College District ("Alamo Colleges District" or the "District") is seeking legal services from an experienced and qualified firm to serve as Bond Counsel. The firm must possess demonstrated ability, knowledge and expertise to provide bond services to the District. It is important that the firm have sufficient depth of talent and experience in education bond law, tax law, local government law, the trial and appeal of bond validation actions, and the issuance of tax exempt Texas Community College District, Texas School District and other relevant entities' bonds and notes and that it be in a position to respond quickly and efficiently.

Services outlined in the RFQS will be performed by the awarded firm with the absence of sub-contracting.

C. Statement of Work:

1. Consult with Alamo Colleges District Officials, Finance and Legal staff, and its outside legal counsel and Financial Advisor, concerning all legal questions relating to the authorization, issuance, refinancing, defeasance, and management of debt.
2. Assist in the preparation of specified sections of the Preliminary Official Statement and the Final Official Statement, and be responsible for the proper scope, legal effectiveness and compliance with applicable regulatory requirements of the entirety of both documents, subject to the understanding that bond counsel will not be expected to independently verify data contained in the Official Statements that is generated by the client or third parties.
3. Perform all usual and necessary legal services with reference to the authorization, sale, and delivery of any debt issuance that the Alamo Colleges District may require, including resolutions, agreements, minute orders and parameter orders, as needed.
4. Provide tax opinions on debt issues.
5. File all required bond-related documents and obtain approval of such from the Attorney General's office of Texas.
6. Provide a complete bond transcript in paper and electronic format at the conclusion of each financing.
7. Assist with post-issuance matters, such as providing direction for compliant private use activity, to include providing assistance in annual calculations.
8. Provide analysis and resolution of tax issues associated with financing plans.

9. Prepare documents calling any bond election, notice thereof, submitting election documents to the US Justice Department for preclearance and canvassing election results.
10. Assist in any IRS inquiry and actions as needed.
11. Attend Board and Committee meetings as requested.
12. Assist the Alamo Colleges District in presentations to the major rating agencies in order to obtain ratings for the bonds, as requested.
13. Provide advice and counsel on continuing compliance with securities, tax, and other applicable law pertaining to bonds.

Evaluation:

This solicitation is voluntarily undertaken by the District. Legal professional services are not governed by the procurement elements of the Texas Education, Government or Local Government Codes. The District will select the most highly qualified provider of the Bond Counsel services on the basis of demonstrated competence and qualifications. All responses received will be evaluated in accordance with the minimum qualifications and requirements of the RFQS.

D. Minimum Qualification:

The respondents to this RFQS must have the following minimum qualification. Qualification Statements submitted without this information will not be evaluated.

1. Submit a statement that those attorneys who would be assigned to represent the District in bond matters are in good standing with the State Bar of Texas and devote at least 1/3 of their practice to Texas public finance work.

E. Evaluation Criteria:

Only those qualification statements meeting the Minimum Qualification will be evaluated. Responses to the following items will be evaluated in accordance with the criteria in Section 2.

The qualification statement must contain the following information, which will serve as the basis for the evaluation. Please be complete and clear in all responses to all required items and confine your responses to public bond finance. Respond to each item separately beginning each response with the question asked.

Quality of vendor's services:

Experience

1. State the full legal name and organizational structure of the firm. List all attorneys with your firm who have experience with the issuance of tax-exempt bonds or notes for Texas Community College Districts, Texas School Districts and other relevant entities. Responses to this section should include information as to the length of time that your firm has provided these services.
2. Describe the general capabilities of your firm, including information relating to total size and staffing, research capability, technology support, professional staff and clerical support, and the specific involvement of tax attorneys.
3. Submit resumes of the attorney(s) who will be primarily responsible for delivery of the required services. In addition, provide information describing the qualifications, educational and professional background, special training, relevant certifications and professional association membership, and any prior experience with the District of each attorney and indicate the

experience each attorney possesses with respect to bond counsel representation and any other information deemed relevant to their ability to execute bond transactions.

4. Describe any financing for which your firm or any of its attorneys proposed to be assigned to the District's work have rendered any opinion which has resulted in the loss of tax exemption on bonds issued by clients.
5. Describe the nature and magnitude of any litigation or proceeding whereby, during the past three years, a court or any administrative agency has ruled against your firm in any matter related to the firm's bond work. Similar information should be provided for current or pending litigation.

The extent to which the services meet the District's needs:

Capabilities

6. Summarize your firm's ability and qualification to serve as Bond Counsel to the District. This response should emphasize the strength of the firm in any relevant areas which you believe the District should weigh in its selection.
7. List specific experience with Texas Community College Districts, Texas School Districts and other local government units and other Texas public entity bond issuances (including par amount, type of security and purpose) within the last three years for which your firm has served as Bond Counsel, as well as that of the individual(s) assigned to work with the District. Emphasis will be placed on experience with such entities' bond transactions entities including past experience with the District. Include a representative list of current and past clients indicating entities in which you have prepared bond election documents.

Include the following information with your response:

- a. Type of issue
 - b. Size of issue
 - c. Manner in which bonds were sold (competitive, negotiated or private placement)
 - d. Indicate whether your firm was sole or co-counsel on the project.
8. Provide detail for up to three instances where your firm provided an added value to your client during a financing activity or developed or implemented an innovative financing technique or program.
 9. How would your firm assist the District in tracking private use activity to assure compliance with the IRS regulations? Describe a specific transaction, a private use issue encountered, and any solution developed to address the issue which best demonstrates your firms' expertise in this area.
 10. How would your firm assist clients dealing with an IRS audit?

Reputation of the vendor and of the vendor's services:

References

11. List at least three references (Texas Community College District, Texas School District or other Texas public entity entity) the District may contact with respect to your firm's work performance

within the past three years. For each reference, include a contact in both the client's Finance and Legal areas:

- name of client
- your firm's role with client
- name/title of contact persons
- phone numbers/email addresses

Any other relevant factor specifically listed in the Request for Qualification Statements:

Other

12. Provide the name, address, phone number, fax number and email address of the firm's contact person for this engagement.
13. Do you anticipate or know of any staff or management changes in the near future, e.g. retirements, extended leaves, downsizing, or expansion that will affect the team proposed for this engagement?
14. Are there any relationships or activities from the firm or the team assigned that would present a conflict of interest for Alamo Colleges District?
15. Describe how the firm will communicate with and deliver services to the District. If the firm is located outside of Bexar County, include in the description any special arrangements the respondent will make to ensure delivery of quality services in a timely manner.
16. What distinguishes your firm in the area of bond legal services, and how would your firm offer the District superior representation?
17. Please describe any prior service of any of your bond attorneys with bond-relevant state or federal agencies.
18. Please describe any recent legislative testimony or other similar informational presentations to any Texas legislative committees, subcommittees or members addressing the bonding capability needs of Texas local governmental units.
19. Please describe any past relationship of your firm relating to the public finance function of the District.

SECTION 2
TERMS AND CONDITIONS OF
THE RFQS AND SUBMISSION OF QUALIFICATIONS STATEMENT

A. TERMS AND CONDITIONS OF THE RFQS:

1. Award of Contract

Award will be made to the most highly qualified provider of the Bond Counseling services on the basis of demonstrated competence and qualifications. All responses received will be evaluated in accordance with the minimum qualifications and requirements of the RFQS. Alamo Colleges District reserves the right to accept or reject any and/or all qualification statements, and to waive any and/or all formalities and irregularities in the qualification statements received and re-solicit, as deemed necessary.

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

A firm will be selected according to established ACCD procedures and in accordance with Texas Government Code Section 1201.027 and Subchapter A, Chapter 2254.004, as applicable. The District will enter into fee and additional contract terms negotiations with the selected Offeror. If for any reason the selected Offeror fails to enter into a contract for this award for a fair and reasonable price and terms within a reasonable period of time, Alamo Colleges District reserves the right negotiate with the next most highly qualified Offeror(s); and attempt to negotiate a contract with that Offeror at a fair and reasonable price. Alamo Colleges shall continue the process described to select and negotiate with Offerors until a contract reasonably acceptable to the District is agreed and executed.

2. Minimum Qualification

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

2.1 Submit a statement that those attorneys who would be assigned to represent the Alamo Colleges District in bond matters are in good standing with the State Bar of Texas and devote at least 1/3 of their practice to Texas public finance work.

3. Evaluation Criteria

3.1 Alamo Colleges District will consider the following criteria in evaluation of the competence and qualifications of Offerors submitting qualification statements that meet the Minimum Qualification:

3.2 Alamo Colleges District shall evaluate the information provided in the qualifications statements 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.

Evaluation Table

Criteria
<p>Quality of Vendor's Services; and The extent to which the vendor's services meet the District's needs. RFQ Sec. 1.D, #1 - 10</p> <ul style="list-style-type: none"> – Firm bond experience with issuers of comparable public entities in Texas and length of time firm has provided comparable services (stability) – Comparable client base, in order of preference: Texas community colleges, 2) other Texas public educational entities, 3) other Texas local governmental units – Sufficiency of support staff – Experience, reputation and expertise of attorney(s) – Rulings against firm in any matter related to the firm's public bond work – Experience with bond elections – Ability and qualification to serve as Bond Counsel to the District – Experience with bond issuances of comparable client base – Relevance of value-add example(s) – Expertise in private use restriction compliance –
<p>Reputation of the vendor's services. RFQ Sec. 1.D #11</p> <ul style="list-style-type: none"> – References – Reputation within the Texas legal community – Prior performance as bond counsel to the District
<p>Any other relevant factor specifically listed in the request for Qualification statements. RFQ Sec. 1.D #12-17</p> <ul style="list-style-type: none"> – Offeror's contact person(s) for this engagement – Pending firm changes – Potential conflict of interest – Geographical location of bond attorneys performing the work to facilitate face-to-face meetings and 48 hour response time if physical presence is required – Approximate total number of bond lawyers within firm performing Texas public bond work – Approximate total number of bond lawyers within firm performing national public bond work – Prior service of any of your bond attorneys with bond-relevant state or federal agencies. – Recent legislative testimony or other similar informational presentations to any Texas legislative committees, subcommittees or members addressing the bonding capability needs of Texas local governmental units – Past experience with the District – Other factors to distinguish the firm – Additional services or expertise offered that exceeds the requirements of the RFQS

4. Acknowledgment of Addenda

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

5. Release of Information

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

6. Insurance

The insurance requirement is enumerated in Section 7.

7. Errors/omissions made in the qualifications statement responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.
8. Written questions must be received at least seven (7) calendar days prior to deadline for qualifications statements. Alamo Colleges District is not responsible for misdirected or undelivered submissions.
9. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal or award of this qualifications statement. 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 qualifications statement.

10. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this qualifications statement.
11. Qualifications Statements must be valid for one hundred twenty (120) days after closing date for evaluation purposes.
12. Offeror must state on the qualifications statement form whether they owe State of Texas margin taxes (formerly franchise tax).
13. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
14. Alamo Colleges District will not reimburse Offerors responding to this RFQS for any expenses incurred in preparing or presenting qualifications statements. Alamo Colleges District reserves the right to retain all qualifications statements and to use any ideas submitted in a qualifications statement regardless of whether the qualifications statement is selected.
15. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the RFQS is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the qualifications statement, other than variances deemed minor by Alamo Colleges District. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.
16. Notification of Criminal History of Contractor. A person or business entity that enters into a contract with Alamo Colleges District must give advance notice to the Alamo Colleges District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

17. Intentionally omitted.
18. Texas Resident Information: Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.
19. Disclosure of Interest

All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the qualifications statement which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.

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

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

21. Intentionally omitted.
22. Intentionally omitted.
23. Intentionally omitted.
24. In accordance with HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295
25. 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.

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.

26. Intentionally omitted.

B. PREPARATION OF QUALIFICATIONS STATEMENT:

1. Offerors are expected to examine the complete Request for Qualifications Statement 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 Qualifications Statement.
3. The services outlined in this RFQS will commence after award by the Board of Trustees of Alamo Colleges District and the negotiation and execution of a services agreement on terms consistent herewith and for a fair and reasonable price on an effective date selected by the District.

C. SUBMISSION OF QUALIFICATION STATEMENT:

1. Signed and sealed proposals shall be submitted prior to 2:00 pm. local prevailing time on November 14, 2025. Offeror must provide one (1) unbound original, five (5) bound copies and one (1) electronic copy on flash/thumb drive (preferred format for electronic copy is Word or PDF), and delivered to:

Offeror may upload the Qualification to
[Alamo Colleges District e-Bidding portal](#) or deliver to:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Bond Counsel Services
RFQS 2026-0086
2222 N. Alamo St
San Antonio, TX 78215

Any qualifications statements received after that time and date will be rejected and returned unopened. No qualifications statement may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A qualifications statement may be withdrawn, however, and resubmitted any time prior to the time set for receipt of qualifications statements. E-mailed or faxed qualifications statements **will not be accepted.**

2. Qualifications Statements should be submitted in narrative form comprehensively covering all points in Scope of Work and RFQS Requirements in the order listed.
3. Qualifications Statements shall not exceed fifty (50) single sided 8-1/2 x 11 sheets. The following items are not counted in the page limit: -front and back cover pages; cover letter (not to exceed two pages); sheet/chapter dividers; resumes, RFQS pages requiring execution; and certificate of non-collusion.
4. Each Offeror shall determine whether their current business relationship with the Alamo Colleges District or an elected official of the Alamo Colleges District is subject to the requirements of Texas Local Government Code section 176.001 and 176.006. Should the Offeror meet the stated requirements of the referenced legal sections, form CIQ (Section 6)

shall be completed and submitted to the Alamo Colleges District in accordance with section 176.006.

5. Upon submission of a response, you agree to the following:

In accordance with the Alamo Colleges District Policy C.1.5 (Policy) The Purchasing & Contract Administration recommendation and summary analysis will be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and will be viewable by the public on the Friday prior to the Tuesday Committee meeting where the contract award will be considered.

D. EXECUTION OF OFFER AND REQUIRED DOCUMENTS

The execution of offer must be completed, executed by a company officer, and returned with the Offeror's response. Failure to complete, execute and return the execution of offer with the response may result in rejection of the response.

The execution of a false statement will void the submitted response or any agreement or other contractual arrangement, which may result from the submission of Offeror's response. A false certification shall be deemed a material breach of contract and, at Alamo Colleges District's option, may result in termination of any resulting contract or purchase order.

1 Addenda: Receipt is hereby acknowledged of the following addenda to this RFQ (please initial).

No. 1 ____ No. 2 ____ No. 3 ____ No. 4 ____ No. 5 ____ No. 6 ____

2. Award of Contract and Commencement of Services: The undersigned agrees to execute an Agreement consistent with Section 7 after notification that the Offeror has been identified by the Alamo Colleges District as the Offeror who may be awarded an Agreement. The Alamo Colleges District reserves the right to accept or reject all Responses and to waive response irregularities. Responses shall be valid and not withdrawn for a period of one hundred twenty (120) days from the date of opening.

Respectfully Submitted and Certified By: Executing party shall be an Officer of the firm.

Offeror's Printed Name) (Company Name)

(Authorized Signature) (Address)

(Position in Company) (Date)

Notary Signature

Seal or Stamp My appointment expires _____

3. EXECUTION OF OFFER

3.1 By signature hereon, Offeror acknowledges and agrees that: (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of a Response by Offeror in response to this RFQ will not create a contract between Alamo Colleges District and Offeror; (3) Alamo Colleges District have made no representation or warranty, written or oral, that one or more contracts with Alamo Colleges District will be awarded under this RFQ; and (4) Offeror shall bear, at its sole risk and responsibility, any cost which arises from Offeror 's preparation of a response to this RFQ.

3.2 By signature hereon, Offeror offers and agrees to furnish to Alamo Colleges District the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

3.3 By signature hereon, Offeror affirms that he has not given, offered to give, does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip, favor, free meal or service to a public servant or elected official of Alamo Colleges District in connection with the submitted Response. Further, Offeror certifies that no relationship, whether by relative, business associate, direct or indirect financial interest, or by any other such kinship exists between Offeror and an employee or elected official of Alamo Colleges District; or Offeror has not been an employee or elected official of Alamo Colleges District within the immediate twelve (12) months prior to the RFQ response. All such disclosures will be subject to administrative review and approval prior to Alamo Colleges District entering into any contract with Offeror.

3.4 By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any State of Texas Margin Taxes (Franchise Taxes) due under Chapter 171, Texas Tax Code; or that the corporate Offeror is exempt from the payment of such taxes; or that the corporate Offeror is an out-of-state corporation that is not subject to the Texas State of Texas Margin Tax; whichever is applicable.

3.5 By signature hereon, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or Alamo Colleges District represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the Qualifications Statement made to any competitor or any other person engaged in such line of business.

3.6 By signature hereon, Offeror represents and warrants that:

3.6.1 Offeror is a reputable company, licensed by the State of Texas regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ.

3.6.2 Offeror has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.

3.6.3 Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

3.6.4 Offeror understands the requirements and specifications set forth in this RFQ.

3.6.5 Offeror, if selected by the Alamo Colleges District, will maintain insurance as required by the Contract.

3.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Offeror acknowledges that the Alamo Colleges District will rely on such statements, information, and representations in selecting the successful Offeror. If selected by the Alamo Colleges District as the successful Offeror, Offeror will notify the Alamo Colleges District immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.

3.7 By signature hereon, Offeror certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Offeror's Response.

3.7.1 By signature hereon, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Texas Statutes and Administrative Code.

3.8 By signature hereon, Offeror certifies as follows:

3.8.1 The vendor or applicant certifies that the individual or business entity named in this bid 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.

3.8.2 The vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Offeror as a member of its team was selected based on demonstrated competence and qualifications only.

3.9 By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.

3.10 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

3.11 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

3.12 By signing below, Proposers affirmatively make the certifications, verifications, warranties and representations regarding all matters set forth in Attachment E as Certifiers thereunder.

EXECUTION OF OFFER: RFQ No. 2026-0086

The Offeror must complete, sign, and return this Execution of Offer as part of their submittal response. The Offeror's company official(s) who are authorized to execute such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Submitted and Certified By: _____

Offeror's Name and Title)

Firm Name: _____

Address: _____

Phone/Fax: _____

Email: _____

(Authorized Signature) (Date

SECTION 3
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 Texas 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 qualifications statement currently more than thirty (30) days delinquent in child support payments? Yes ____ No ____ If yes, please explain:

- F. Location of Principal Place of Business (City/State):

- G. If neither offering company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas? Yes ____ No ____
- H. Does the Offeror have any information to disclose about past or current relationships that may impact the Offeror's service? Yes ____ No ____
- I. Does the Offeror agree to "hold harmless", defend at its own expense and indemnify Alamo Colleges District against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes ____ No ____
- J. Has one (1) unbound original, (5) five bound copies, and one (1) electronic version on flash/thumb drive of the qualifications statement 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 qualifications statement. Any exceptions must be stated in the qualifications statement response.
Yes ____ No ____
Exceptions: (Use additional pages, if necessary)

- M. Has all requested information in the RFQS been addressed? Yes ____ No ____
- N. How did Offeror learn about this project?

SECTION 4
CERTIFICATION OF NON-COLLUSION

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

FILL IN APPLICATION INFORMATION:

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

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,

By: _____
Signature

Name (Print or Type)

Position with Company

Offeror Name

Street Address

Date City, State Zip

Phone No. Fax No.

E-mail Address

SECTION 5
QUALIFICATIONS STATEMENT CERTIFICATION

I certify that I, the undersigned, am duly authorized to execute this certification. I have carefully reviewed the RFQS 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 qualifications statement 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 6

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.****OFFICE USE ONLY**

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

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

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

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

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

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

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

RFQ 2026-0086

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SECTION 7 TERMS AND CONDITIONS OF THE CONTRACT

REQUIRED CONTRACTUAL CLAUSES - The following contractual clauses shall be made part of any written agreement between the parties to the contract.

A. Insurance

Prior to contract execution, the Contractor shall obtain, at its own cost, and maintain in full force and effect for the duration of the contract, and any extension hereof, adequate insurance coverage for General Liability, Auto Liability, Workers' Compensation and Professional Liability. The insurance must be written by companies authorized or approved to do business by the State of Texas.

Alamo Colleges District will be provided with original certificates evidencing all the required insurance types and levels, none of which shall be canceled until after thirty (30) days advance notice received by the Alamo Colleges District Director of Purchasing and Contract Administration. Alamo Colleges District shall be shown as certificate holder and further, as additional insured for Commercial General Liability, Auto and Umbrella coverage.

Insurance certificates must be submitted meeting the following requirements as a minimum:

Policy	Limits	Coverage
Workers' Compensation (Part One of WC/EL Policy)	Statutory	Must include coverage for alternate employers and borrowed servants, if leased employees will be used.
Employer's Liability (Part Two of WC/EL Policy)	<ul style="list-style-type: none"> • \$1,000,000 for bodily injury (each accident) • \$1,000,000 for bodily injury by disease (policy limits) • \$1,000,000 for bodily injury by disease (each employee) 	
Professional Liability	<ul style="list-style-type: none"> • \$2,000,000 per occurrence • \$4,000,000 aggregate 	
Commercial General Liability (occurrence basis only)	<ul style="list-style-type: none"> • \$2,000,000 general aggregate limit • \$1,000,000 each occurrence limit (bodily injury/property damage) • \$1,000,000 each occurrence limit (personal injury and advertising injury) • \$2,000,000 aggregate limit (products/completed operations) • \$1,000,000 each occurrence limit (products/completed operations) • \$1,000,000 each occurrence limit (Damage to Premises Rented to You) 	Must be written on the most current Insurance Services Office (ISO) Form or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, advertising injury, products/completed operations, and liability assumed under an insured contract (including tort liability of a third party assumed in a business contract).
Business Automobile	\$1,000,000 combined single	Must include coverage for all

Liability	limit (bodily injury/property damage)	owned, non-owned and hired vehicles.
Umbrella/Excess Liability	\$1,000,000 each occurrence limit	Must include terms at least as broad as the underlying Employer's Liability, Commercial General Liability and Business Automobile Liability policies.

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

B. Indemnification

The Contractor hereby agrees to indemnify and hold harmless Alamo Colleges District and its trustees, employees, and agents (the "Indemnities") from and against all claims, causes of action, losses, liability, costs, and expenses (including reasonable attorneys' fees) which arise out of or are caused by the acts or omissions of the awarded vendor, except to the extent the same are caused by the negligence of the Indemnities, without, however, waiving any governmental immunity available to Alamo Colleges District under Texas law, and without waiving defenses of the parties under Texas law.

C. Termination

1. Termination without Cause. Alamo Colleges District may terminate this contract at any time without cause by giving the Contractor not less than thirty (30) calendar days prior written notice of the termination of this contract and the specific termination date.
2. Termination for Cause. If the Contractor fails to comply with the terms of the contract for any reason, fails to remedy and cure failures within 72 hours of written notice, than Alamo Colleges District will have the right to terminate this contract immediately upon delivery of written notice.
3. Alamo Colleges District shall have the right to cancel for default all or any part of the undelivered portion of this contract if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Alamo Colleges District may have in law or equity.

The performance of work under this contract may be terminated in whole or in part by Alamo Colleges District in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

D. Payment Means & Time

Payment will be made after receipt of goods/services and within 45 calendar days of receipt of an undisputed invoice. Invoice shall be sent to: Accounts Payable, Alamo Colleges District, 2222 N., San Antonio, Texas 78215 by the Contractor on a net 45 basis unless discount terms are offered. Invoice must include the purchase order number, date of service, name of college, and a description of service.

Payments for goods and/or services may be made either by Alamo Colleges District Procurement Card (Pcard) or by direct deposit to the vendor/contractor's designated banking account. Potential offerors may comment or submit questions concerning compliance with this requirement in accordance with the instructions for submission of questions prior to the receipt of proposals. Vendors/contractors wishing to participate in direct deposit may obtain the necessary form at <http://www.alamo.edu/district/fiscalaffairs.html>, click on "forms" and select "direct deposit form-expenses."

E. Compliance with District Policies on Non-Discrimination, Financial Ethics & Accountability

The Contractor agrees 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 or political affiliation. The Contractor agrees not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit. Contractor agrees to abide by all applicable Alamo Colleges District's policies, including, without limitation, those relating to financial ethics and accountability.

F. Texas Margin Tax Delinquency Offset

If the Contractor is a corporation and becomes delinquent in the payment of its Texas Margin Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

G. Dispute Resolution

Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal actions, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

H. Compliance with Applicable Law

All work performed under this contract shall be governed by and comply with all applicable Federal, State and Local laws, statutes, ordinances, rules and regulations.

I. Assignment-delegation

No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District. All correspondence will be directed to the Alamo Colleges District Purchasing and Contract Administration Department, 2222 N. Alamo Street, San Antonio, Texas 78215. Any attempted assignment or delegation by

Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

J. Right to assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the first party may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

K. Force Majeure

If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

L. Notification of Criminal History of Contractor

A person or business entity that enters into a contract with Alamo Colleges District must give advance notice to the Alamo Colleges 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 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.

M. Intentionally omitted.

O. Right to Audit

For the purpose of such audits, inspections, examinations and evaluations, the Alamo Colleges' agent or authorized representative shall have access at any time to said records from the effective date of this contract for the duration of the work and until three (3) years after the date of final payment to Contractor by Alamo Colleges pursuant to this contract. Alamo Colleges' agent or its

authorized representative shall have access to the Contractor's facilities, all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this article. Alamo Colleges' agent or its authorized representative shall give Contractor reasonable advance notice of intended audits." The Contractor will provide the Alamo Colleges with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof.

P. Legally Required Certifications

Contractor hereby certifies, represents and warrants that Contractor affirmatively makes the certifications, verifications, warranties and representations regarding all matters set forth in Attachment IV as Certifiers thereunder.

ATTACHMENT IV 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.