



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

PURCHASE OF CONSTRUCTION AUDIT SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

CSP NO. 19A-007

Release Date: March 4, 2019

Proposals must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Proposal Deadline: April 4, 2019, 2:00 p.m. (CST)

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KEY DATES AND INFORMATION

- CSP NAME:** Competitive Sealed Proposal (CSP) for the Purchase of Construction Audit Services
- CLOSURE:** The Alamo Colleges District will be closed for Spring Break, March 11, 2019 through March 17, 2019. During this time we will not be responding to any emails or phone call messages. We will respond to messages received when we resume operating hours on March 18, 2019.
- SUBMITTAL DEADLINE:** April 4, 2019, prior to 2:00 pm (CST)
- U.S. MAIL DELIVERY LOCATION:**
Alamo Colleges District
Purchasing and Contract Administration Re:
Purchase of Construction Audit Services
CSP # 19A-007
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299
- HAND OR COURIER DELIVERY LOCATION:**
Alamo Colleges District
Purchasing and Contract Administration Re:
Purchase of Construction Audit Services
CSP # 19A-007
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299
- CONTRACT TERM:** Any contract awarded as a result of the CSP will begin upon award and terminate August 31, 2021, and have three, one-year options to renew upon mutual consent of the contractor and Alamo Colleges District.
- NOTICE:** All questions related to this CSP are to be directed to Sabina Swank, Senior Purchaser, via email to: sswank5@alamo.edu with a copy to dst-purchasing@alamo.edu

Minimum Qualifications

The respondents to this CSP must have the following minimum qualifications. The Alamo Colleges District reserves the right to reject proposals, which fail to include this information:

- Offeror must affirm in writing: Offeror will provide construction-related auditing services without the use of subcontractors, and provide evidence with your firm's proposal submission.
- Offeror must affirm in writing: Offeror's designated engagement partner, or person responsible for oversight of the audit process and issuance of interim or final reports, should possess a current Certified Public Accountant (CPA) license in the State of Texas, and provide evidence with their firm's proposal submission. In lieu of possessing a CPA license in the State of Texas, the Offeror's designated engagement partner, or person responsible for oversight of the audit process and issuance of interim or final reports, must possess a current Certified Construction Auditor (CCA) designation issued by the National Association of Construction Auditors (NACA), and provide evidence with your firm's proposal submission.

GENERAL INFORMATION

A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of construction audit services for construction-manager-at-risk (CMAR) delivery methods in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals.

B. Description of Alamo Colleges District:

The Alamo Colleges District was established as a public community college through a public election in 1945. The District operates as a political subdivision under the laws of the State of Texas. A nine-member Board of Trustees is the governing body of the District. The Trustees are elected locally to six-year staggered terms by Bexar County voters. The Chancellor, the District's chief executive officer, guides and implements the program and policies of the Alamo Colleges District.

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

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

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

The Alamo Colleges District includes five Hispanic-serving Institutions and one of the nation's only institutions that is both a Historically Black College and a Hispanic-serving Institution; the nation's third largest producer of Hispanic nurses; and Texas' largest provider of online post-secondary education. A vibrant international program brings Central American teachers to San Antonio for advanced education while affording students and faculty the opportunity to travel to all regions of the world. Alamo Colleges District has been a leading recipient and distributor of Pell Grants (federal financial aid) in Texas for several years.

The Alamo College District's central office at 201 W. Sheridan St. in San Antonio is the current location for Alamo Colleges District Administration, Human Resources, Legal Services, Ethics and Compliance Office, and the District Internal Audit Office. The 811 W. Houston St. location houses the District Information Technology Services Department, and the, Finance and Fiscal Services Department. Other District operations are distributed throughout the Bexar County, including the Purchasing and Contract Administration and Alamo Colleges District Foundation, which are at 1819 N. Main Ave.; Facilities Operations and Construction Management Department, which is at 7990 Pat Booker Road in Live Oak, Texas; and the Alamo University Center which is at 8300 Pat Booker Road in Live Oak, Texas. Alamo Colleges District has satellite locations and small remote locations in New Braunfels, Floresville, and Kerrville, providing limited student services. All Alamo Colleges District offices will move to 2222 N. Alamo St. in Summer 2019.

Economic Conditions and Outlook

The Alamo Colleges District operates in the strong economic area of San Antonio, Bexar County and surrounding counties. In August 2017, the San Antonio Business-Cycle Index, which tracks aggregate economic activity and is an indicator of the state of the overall economy, expanded at its fastest pace since 2016 as the unemployment rate held flat but job growth surged, according to the Federal Reserve Bank of Dallas. San Antonio's continued growth is attributed to the combination of



of lower business costs, continued job growth and a healthy city government. San Antonio is the nation's seventh-largest city, has a dynamic economy rapidly expanding from traditional military and service sectors into telecommunications, biomedical science, information technology, data security and advanced manufacturing. The Alamo Colleges District has been an integral part of the Greater San Antonio community for more than 100 years, contributing significantly to the economic and social well-being of those who share this community with the District. It is highly regarded by the local business community for the quality of its workforce training and the success of its graduates. In the economic arena, a sizable 96% of its students stay in the region after they leave college and contribute to the local economy.

The three primary revenue streams to the Alamo Colleges District, other than federal grants used for scholarships, are ad valorem taxes, state appropriations, and tuition and fees.

The District strives to avoid tuition increases and ad valorem tax rate increases in the midst of declining state appropriations and other revenue pressures. Since fiscal year 2013, the District has absorbed approximately \$75.5 million in budget pressure resulting from declines in state appropriations and increased tuition waivers and exemptions, while simultaneously increasing student support services and faculty and staff compensation adjustments. Therefore, given the revenue positioning by the Alamo Colleges District and the State, strategic planning to manage costs and improve efficiencies is paramount.

Strategic and Long-Term Financial Planning



The Board approves a multi-year strategic plan that is reviewed and re-affirmed annually and involves all levels of the organization. Key performance indicators based on state and national peer institutions and annual performance targets are defined. An integrated planning model is used to strengthen the connection between the strategic plan, related action plans and the budget, which is approved annually by the Board of Trustees.

The budget is developed with broad-based staff involvement and is guided by budgetary, debt and financial policies approved by the Board. The budget includes a multi-year financial plan, which incorporates proposed increases for capital budgets, preventive maintenance and student success initiatives. A separate ten-year plan for the Alamo Colleges District projects an average of 2.01% year over year enrollment growth, while maintaining service levels and faculty staffing to provide excellent education for our students. The plan incorporates modest increases in tuition and fees, continued expectation of declining state appropriations and increases in property values.

Major Initiatives

The *Alamo Way* is a theoretical framework for improvement adopted by the Board of Trustees and used throughout the Alamo Colleges District. This policy describes three dynamic models that drive increased employee and student performance, greater organizational efficiency and effectiveness and leadership at the District. These models are fully integrated into the culture of the Alamo Colleges District, its students and employees. The Board holds that the Baldrige Criteria for Performance Excellence, the principles of Achieving the Dream and the Principle-Centered Leadership concepts from the Seven Habits of Highly Effective People (AlamoLEADS) provide the foundation for The Alamo Way (Always Inspire, Always Improve). By integrating leadership competencies and experiences into the core curriculum and in organizational learning opportunities for employees, the Alamo Colleges District empowers all students and employees to explore and realize their learning, professional and civic potential. The result is the organization achieving its full potential and our diverse communities achieving theirs.

The Alamo Colleges District continues to make significant progress on achieving greater student success, with a record 12,759 degrees and certificates awarded to students in fiscal year 2017, eclipsing the previous record of 12,009 awarded in the previous fiscal year. This achievement represents a tremendous 244% increase in degrees and certificates awarded between fiscal years 2006 and 2017, the largest increase among community colleges in Texas, and makes the Alamo Colleges District the largest producer of degrees and certificates among all community colleges in the State of Texas. This improvement is directly related to two major initiatives implemented by the District. First, the 4DX, the Four Disciplines of Execution, provides a simple, repeatable set of practices for organizations and individuals to focus on what is important, to execute strategic priorities and to achieve superb results. Second, the District also implemented MyMap (My

Monitoring Academic Progress) which proactively engages students with deliberate activities at designated touch-points to ensure a consistent experience for students as they connect, enter, progress and complete their college goal.

Awards and Acknowledgments

The Alamo Colleges District continues to be recognized both locally and nationally as a leader in higher education. All four of the accredited colleges in the Alamo Colleges District have been named to the Aspen Institute's list of 150 community colleges in the U.S. and Palo Alto College was selected as a top-10 college that is now eligible to compete for the 2019 Aspen Prize for Community College Excellence. This is the first time nationally that four colleges from the same community college system have been nominated in the same year. The Aspen Prize is the nation's signature recognition of high achievement and performance for America's community colleges. The four colleges from the Alamo Colleges District were selected from a pool of nearly 1,000 public two-year colleges nationwide to compete for the \$1 million Aspen Prize in the categories of student learning, certificate and degree completion, employment and earnings and high levels of access and success for minority and low-income students.



The Alamo Colleges District's Central Texas Technology Center (CTTC) in New Braunfels received the 2017 Alamo Area Council of Government's (AACOG) Regional Award for government project of the year. The award specifically recognizes the center for its \$6.3 million expansion project which added 30,000 square feet to the center that was completed in Fall 2016. The expansion of the center enables more students to enroll in academic courses and workforce programs that prepare them for high-demand, well-paid jobs in the area.

Standard and Poor's (S&P) and Moody's, two of the "Big Three" credit rating agencies, affirmed the Alamo Colleges District's general obligation bonds AAA credit rating during fiscal year 2017. This is the highest rating possible and ensures that the District's bonds have the lowest possible interest rates, producing significant interest expense savings for Bexar County taxpayers over the life of the bonds. S&P cited the District's deep and diverse economic base in Bexar County, a strong financial position with a diverse revenue stream and substantial operating flexibility as reasons for the top rating. S&P also gave the Alamo Colleges District a strong rating for its Financial Management Assessment (FMA), indicating that the District's financial practices are strong, well embedded and sustainable. Moody's rating agency cited the District's sizeable and growing tax base in the robust San Antonio metropolitan area, history of stable financial performance and significant financial flexibility under the voter-approved tax cap as contributing factors for its high rating. The Alamo Colleges District is one of only three community college districts in Texas and one of only 11 community colleges in the nation that has received the highest possible rating from both of the top rating agencies.

The Alamo Colleges District has also earned numerous awards in the areas of procurement, budgeting and finance. For the sixth and seventh consecutive years, respectively, the Alamo Colleges District was awarded the National Achievement of Excellence in Procurement Award from the National Procurement Institute and the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA). In addition, the Alamo Colleges District was the only community college in Texas awarded the Certificate of Distinction by the Government Treasurers' Organization of Texas (GTOT) for its investment policy in fiscal year 2017.

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the Alamo Colleges District for its comprehensive annual financial report for the fiscal year ended August 31, 2017. This was the ninth consecutive year that the District has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

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

C. Definition of Terms:

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

SECTION 1 SCOPE OF WORK

A. Scope of Work: The Alamo Colleges District is soliciting proposals from experienced firms for the purchase of construction audit services for construction-manager-at-risk (CMAR) delivery methods. The firm must possess demonstrated ability, knowledge and expertise to provide construction-related auditing services to the Alamo Colleges District. It is important that the firm have sufficient depth of talent and experience and that it be in a position to respond quickly and efficiently. Additionally, the awarded offeror(s) will have the non-exclusive right to provide construction-related auditing services to the Alamo Colleges District, as needed, on an indefinite-delivery, indefinite-quantity (IDIQ) basis. The Alamo Colleges District reserves the right to make multiple awards as a result of this solicitation.

B. Statement of Work:

1. Consult with designated Alamo Colleges District Representative(s) concerning all construction-related auditing assignments.
2. Provide a project-specific detailed review of contract documents and audit of costs billed to the Alamo Colleges District.
3. Review of design drawings to identify potential errors and omissions.
4. Analyze pricing trends to determine industry standard for labor rates, materials and equipment costs.
5. Assess internal controls and processes to identify risks, areas of non-compliance and operational issues.
6. Provide recommendations to reduce/eliminate potential risks associated with contract compliance, order processing, invoicing discrepancies, budgetary spend, internal controls and operating procedures.
7. Provide a periodic report of audit findings, recommendations and any potential cost recovery items.
8. Review, track and evaluate the following areas of the designated construction-manager-at-risk (CMAR) project(s) to determine contract compliance, order efficiency, budgetary spend and accuracy of invoicing to include, but not limited to:
 - Articulation of Controls on Self-performed Work and Pass-through Expenses
 - Articulation of General Conditions and Construction Management Fees
 - Asbestos Certification
 - Bid Process
 - Bonds and Insurance
 - Business Ethics and Professional Conduct
 - Buyouts, including "live" review of buyouts
 - Changes to Scope and Language
 - Clarification of Allowable and Unallowable Costs
 - Compensation
 - Construction Manager's General Responsibilities
 - Construction Phase Fee
 - Construction Phase Services

- Contract Savings, Allowances, Rebates and Refunds
- Direct Construction Costs
- Dispute Resolution
- Disallowed General Conditions Billing
- Guaranteed Maximum Price Proposal (if applicable)
- Indemnity
- Insurance, Bonds and Warranty Requirements and Proper Application of Insurance Rates
- Labor and Labor Burden
- Materials Substitution and Material Costs
- Miscellaneous Provisions
- Other Terms and Conditions
- Overcharges
- Overlap of General Conditions and General Requirements
- Owner's Responsibilities
- Ownership and Use of Documents
- Penalties for Non-compliance
- Pre-construction Phase Services and Pre-construction Phase Fee
- Pre-existing Conditions & Design Errors and Omissions
- Pre-qualification of Subcontractors
- Prevailing Wages
- Progress Reporting
- Project Payments
- Project Termination and Suspension
- Project Timing
- Provisions and Limitations for Equipment and Vehicle Rentals
- Purchase Orders and Invoices
- Scoping, Pricing, and Approval of Change Orders, Contingency Budget, Allowances and Credits
- Special Warranties
- Subcontractor Contracts and Payments
- Supplementary Conditions

9. Identify and investigate possible instances of contractor waste, fraud and abuse for possible owner cost recovery.
10. Ensure that job site activity is commensurate with requirements of the job and reimbursable billings.
11. Document appropriateness and accuracy of any labor burden items and their rates.
12. Offeror is to be available for bi-weekly conferences (i.e. phone conference or face-to-face), as requested.
13. The awarded offeror(s) will have the non-exclusive right to provide construction audit services for the Alamo Colleges District to include its five (5) campuses and satellite locations, including but not limited to:
 - Northeast Lakeview College
 - Northwest Vista College
 - Palo Alto College
 - San Antonio College
 - St. Philip's College – Main Campus
 - First Responders Academy

- Southside Education and Training Center
- St. Philip's College – Southwest Campus
- IH-10 West Education and Training Center
- Westside Education and Training Center

14. Construction audit services will be requested on an as-needed, indefinite-delivery, indefinite-quantity (IDIQ) basis.

SECTION 2

TERMS AND CONDITIONS OF THE CSP AND SUBMISSION OF PROPOSAL

A. Terms and Conditions of the CSP:

1. Award of Contract

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

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

2. Minimum Qualifications

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

- 2.1 Offeror must affirm in writing and include with their proposal: Offeror will provide construction-related auditing services without the use of subcontractors.
- 2.2 Offeror must affirm in writing and include with their proposal: Offeror's designated engagement partner, or person responsible for oversight of the audit process and issuance of interim or final reports, should possess a current Certified Public Accountant (CPA) license in the State of Texas, and provide evidence with their firm's proposal submission. In lieu of possessing a CPA license in the State of Texas, the Offeror's designated engagement partner, or person responsible for oversight of the audit process and issuance of interim or final reports must possess a current Certified Construction Auditor (CCA) designation issued by the National Association of Construction Auditors (NACA).

3. Evaluation Criteria

Responses to the following items will be evaluated in accordance with the criteria in the Evaluation Criteria table.

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

- 3.1 Alamo Colleges District will consider the following criteria in evaluation of the proposals.

CSP REFERENCE	EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS	WEIGHTING
Section 2: A. 3.2.1	Criteria 1: Purchase Price	35
	<ul style="list-style-type: none"> – Construction Audit Fee – Startup Fee for Document Exchange – Travel Expenses – Miscellaneous Fees 	
Section 2: A. 3.2.2	Criteria 2: Reputation of the Vendor and of the Vendor's Goods/ Services	5
	<ul style="list-style-type: none"> – References 	
Section 2: A. 3.2.3	Criteria 3: Quality of Vendor's Goods/ Services	25
	<ul style="list-style-type: none"> – History, Experience and General Capabilities – Litigations – Distinguishable Attributes 	
Section 2: A. 3.2.4	Criteria 4: Extent to Meet the District's Needs	35
	<ul style="list-style-type: none"> – Abilities and Strengths – Availability and Commitment – Strategic Plan and Process Flow – Average Turn-around Time – Industry Standard Costs – Document Exchange – Number of Site Visits and Audit Reports – Communication 	
TOTAL		100

a. The Alamo Colleges District shall evaluate the information provided in the proposals received. Information and/or factors gathered during interviews, and any reference checks, will be utilized in the evaluation criteria, rankings, and award decision. References may or may not be reviewed at the discretion of the Alamo Colleges District. The Alamo Colleges District also reserves the right to contact references other than or in addition to those furnished by a respondent.

b. The Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques including, but not limited – we reserve the right to choose the best method. Award will be made on a best value basis.

3.2 In response to this CSP, please provide information regarding the following matters:

a. Purchase Price: In reference to Section 3 of the CSP, the Offeror must provide a detailed explanation of how the proposed fees were derived for the service items listed.

3.2.2 Reputation of the Vendor and of the Vendor's Goods or Services:

a. List at least three references (Community College District, School District or relevant entity) the Alamo Colleges District may contact with respect to your firm's

construction audit services within the past three years. For each reference, include a contact in the client's Finance area:

- Name of client
- Your firm's role with client
- Name/title of contact persons
- Phone numbers/email addresses

3.2.3 Quality of Vendor's Goods and Services:

- a. Provide a brief overview of your firm's history, prior experience and general capabilities, as they pertain to construction-related auditing and advisory services. List specific experience with Texas Community College Districts, Texas School Districts and other local government units and relevant entities within the last three years for which your firm has provided construction-related auditing services, as well as the experience of the individual(s) to be assigned to work with the Alamo Colleges District throughout the audit process. Emphasis will be placed on experience with Texas Community College Districts, Texas School Districts and other relevant entities including past experience with the Alamo Colleges District. Include a representative list of current and past clients indicating entities in which you have provided construction-related auditing and advisory services.

Include the following information with your response:

- Type of project
 - Size of project
 - Dollar amount of cost avoidance, cost recovery or any savings identified during the audit
 - Name of general contractor for audited projects
- b. Describe the nature and magnitude of any litigation or preceding 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 auditing services. Similar information should be provided for current or pending litigation.
 - c. What distinguishes your firm in the area of auditing and advisory services, and how would your firm offer the Alamo Colleges District superior representation?

3.2.4 Extent to Which the Services Meet the District's Needs:

- a. Summarize your firm's ability to provide construction-related auditing services to the Alamo Colleges District. This response should emphasize the strength of the firm in any relevant areas which you believe the Alamo Colleges District should consider in its selection.
- b. Indicate your firm's availability and commitment for undertaking projects as described in this CSP.
- c. Provide a strategic plan with process flow for auditing the following areas of the Alamo Colleges District construction-manager-at-risk (CMAR) project(s):
 - Articulation of Controls on Self-performed Work and Pass-through Expenses
 - Articulation of General Conditions and Construction Management Fees
 - Asbestos Certification

- Bid Process
- Bonds and Insurance
- Business Ethics and Professional Conduct
- Buyouts
- Changes to Scope and Language
- Clarification of Allowable and Unallowable Costs
- Compensation
- Construction Manager's General Responsibilities
- Construction Phase Fee
- Construction Phase Services
- Contract Savings, Allowances, Rebates and Refunds
- Direct Construction Costs
- Dispute Resolution
- Disallowed General Conditions Billing
- Guaranteed Maximum Price Proposal (if applicable)
- Indemnity
- Insurance, Bonds and Warranty Requirements and Proper Application of Insurance Rates
- Labor and Labor Burden
- Material Substitution and Material Costs
- Miscellaneous Provisions
- Other Terms and Conditions
- Overcharges
- Overlap of General Conditions and General Requirements
- Owner's Responsibilities
- Ownership and Use of Documents
- Penalties for Non-compliance
- Pre-construction Phase Services and Pre-Construction Phase Fee
- Pre-existing Conditions & Design Errors and Omissions
- Pre-qualification of Subcontractors
- Prevailing Wages
- Progress Reporting
- Project Payments
- Project Termination and Suspension
- Project Timing
- Provisions and Limitations for Equipment and Vehicle Rentals
- Purchase Orders and Invoices
- Scoping, Pricing, and Approval of Change Orders, Contingency Budget, Allowances and Credits
- Special Warranties
- Subcontractor Contracts and Payments
- Supplementary Conditions

- d. What is your firm's average construction audit turn-around time for projects, such as those listed in SECTION 3 PROPOSAL PRICING SCHEDULE (pages 24-25 of CSP)?
- e. Explain your firm's method for determining the industry standard for costs, associated with construction manager at risk (CMAR) projects?
- f. What cost-saving strategies does your firm utilize to assist its clientele?

- g. What electronic method or format will be implemented for document exchange (i.e. MS Excel, online portal, email, etc.)? Are there any costs, associated with start-up and implementation of this service?
- h. How many site visits and audit reports will be included in the proposed price?
- i. Describe how your firm will communicate with and deliver services to the Alamo Colleges 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.

4. Acknowledgment of Addenda

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

5. Release of Information

The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, the 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, the 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 the Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will the Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

6. Insurance

The insurance requirement is enumerated in Section 8.

- 7. Errors/omissions made in the proposal responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.
- 8. Written questions must be received at least seven (7) calendar days prior to deadline for proposals. The Alamo Colleges District is not responsible for misdirected or undelivered submissions.

- 9. Offerors certify as a condition of award that they have not engaged in collusion with any firm or

person in relation to the preparation, submittal or award of this proposal. Additionally, it is understood that a firm's or individual's giving practices will be of no advantage in consideration of the award of this proposal.

10. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this proposal.
11. Proposals must be valid for one hundred twenty (120) days after closing date for evaluation purposes.
12. Offeror must state on the proposal form whether they owe State of Texas margin taxes (formerly franchise tax).
13. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
14. The Alamo Colleges District will not reimburse Offerors responding to this CSP for any expenses incurred in preparing or presenting proposals. The Alamo Colleges District reserves the right to retain all proposals and to use any ideas submitted in a proposal regardless of whether the proposal is selected.
15. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the CSP is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by the 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 the 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.

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

17. Family Code. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
18. Texas Resident Information: Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an

Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

19. Disclosure of Interest

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

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

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

21. The Alamo Colleges District makes environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organization in order to be deemed environmentally preferable.
22. When the scope of work on project is estimated to be \$1,000,000 or greater in value AND located in Bexar County, Texas:

Student Internship Program: The Alamo Colleges District are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance (A-CEP). Each offeror shall provide a discussion in their proposal/qualification statement which demonstrates their ability and commitment to develop and provide paid student internship opportunities in related fields of study, if any. Provide at least three (3) examples of past successful participation in programs of this type. Additional information and requirements concerning the A-CEP Internship Program is shown in Appendix A to the specifications.

When the general conditions for formal solicitations are an estimated value of less than \$1,000,000 AND/OR located outside of Bexar County, Texas:

Student Internship Program: The Alamo Colleges District are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance A-CEP). Bidders/Offerors are encouraged to participate in this program, which offers real life learning experiences for students in a workplace setting.

23. Continuous Improvements: Offeror is to propose a plan for improving service delivery during the contract period.

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

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

24. Contractor agrees to the following regarding any employees assigned to work at the Alamo Colleges District' premises on a regular basis: Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker's authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of the Alamo Colleges District its compliance with any of its obligations in this Agreement.
25. In accordance with HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to the Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is https://www.ethics.state.tx.us/whatsnew/elf_info_form1295
26. Mission, Vision, and Values: We believe that economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted policy that includes our Vision, Mission, and Values: <https://www.alamo.edu/about-us/alamo-way/mission-vision-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.

27. Business to Business (B2B) Integration: Offerors' order placement process should allow for Business to Business (B2B) with the Alamo Colleges District eProcurement system. Participation in the Alamo Colleges District eProcurement system is at no cost to participants and will enable the Alamo Colleges District end-users to easily source and purchase goods and services, electronically, through our online marketplace. Participating vendors will receive orders (via fax or email), invoice and track payment status, electronically, through an online portal. Further details regarding participation in the Alamo Colleges district eProcurement system will be provided, upon award of contract.
28. Offeror hereby certifies, represents and warrants that neither Offeror nor any of its affiliates presently does, and during the term of the contract will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.
29. Any reference to brand names and numbers in this solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article offered and how it differs from the referenced brands. Unless the respondent specified otherwise, it will be understood that the respondent is offering a referenced brand item as specified in the solicitation. The Alamo Colleges will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the Alamo Colleges may require a respondent offering a substitute to supply additionally descriptive material and a sample.

B. Preparation of Proposals:

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

C. Submission of Proposal:

1. Signed and sealed proposals shall be submitted prior to 2:00 p.m. (CST) on April 4, 2019. Offeror must provide one (1) original, six (6) bound copies and one (1) electronic copy on flash/thumb drive (preferred format for electronic copy is Word or PDF), and delivered to:

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

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Audit Services
CSP # 19A-007
1819 N. Main Ave., Box
693 San Antonio, TX
78212-4299

By hand delivery by Offeror to the following address:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Audit Services
CSP # 19A-007
1743 N. Main Ave., Bldg. 41, Room
101 San Antonio, TX 78212-4299

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

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

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

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

SECTION 3 PROPOSAL PRICING SCHEDULE

Proposal Pricing of: _____
Offeror Name

Construction audit services will be requested on an as needed, indefinite-delivery, indefinite quantity (IDIQ) basis. The actual payment amount will be determined by the amount of construction audit services purchased by the Alamo Colleges District. The Alamo Colleges District reserves the right to make multiple awards as a result of this solicitation.

For evaluation purposes, please propose Price as Percentage of Cost of Construction for each of the individual projects (as defined and provided in the table below). Percentage ranges may not be evaluated. The proposed price should include travel and all associated costs. A "blank" or anything other than the format requested in the space below will be considered a "no bid," and the Offeror's proposal may not be evaluated.

The Alamo Colleges District reserves the right to remove construction audit projects from the list below, as needed.

ITEM NO.	PROJECT LOCATION	PROJECT NAME	ESTIMATED COST OF CONSTRUCTION* (\$MM)	PRICE AS PERCENTAGE OF COST OF CONSTRUCTION*
1	NVC	STEM Center of Excellence	\$30	
2	PAC	Advanced Manufacturing and Public Service Center of Excellence	\$30	
3	SPC	Culinary Arts Center of Excellence	\$30	
4	NVC	Parking Garage and Welcome Center	\$26	
5	Regional Centers	Westside Ed. & Training Ctr. (WETC)	\$23	
6	Regional Centers	Southside Ed. & Training Ctr. (SETC)	\$23	
7	Regional Centers	IH 10 Northwest Ed. & Training Ctr.	\$23	
8	SPC	Norris Technical Building Renovation	\$22	
9	NLC	Technology Center of Excellence	\$20	
10	NLC	Science Building	\$20	
11	SAC	Parking Garage and Child Care Center	\$20	

ITEM NO.	PROJECT LOCATION	PROJECT NAME	ESTIMATED COST OF CONSTRUCTION* (\$MM)	PRICE AS PERCENTAGE OF COST OF CONSTRUCTION*
12	SAC	Fletcher Student Success Building Renovation with Main Entry	\$20	
13	SAC	Law Enforcement and First Responders Center of Excellence	\$15	
14	SWC	Welding and Auto Body Facility	\$20	
15	PAC	Natatorium and Gym Improvements	\$14	
16	SAC	Finance and Science Center of Excellence (Chance Renovation)	\$14	
17	PAC	Student Engagement and Welcome Center	\$12	
18	NVC	Cultural Programs Center of Excellence (Cypress Renovation)	\$10	
19	SPC	Replace Bowden and Campus Center	\$10	
20	PAC	Healthcare Technology Center of Excellence (Palomino Renovation)	\$5	
21	SAC	Physical Plant Improvements	\$4.5	
22	SAC	McAllister Fine Arts Improvements	\$4.5	

*The Cost of Construction figures presented above are *preliminary estimates* and are subject to change. Offerors should bid using the Cost of Construction amounts provided, but proposed Prices will be adjusted based on the *final* Cost of Construction using the corresponding percentages proposed above for the respective project. For the purpose of this CSP, the “Cost of Construction” is defined as the Cost of Work including: allowable general conditions reimbursements, labor costs, subcontractor costs, contractor’s fees and the approved pre-construction fee. Architectural & Engineering fees are excluded from the Cost of Construction.

SECTION 4
OFFEROR'S CHECKLIST

- A. Have all specification and features been met including Section 3 Proposal Pricing Schedule? Yes_____ No_____ If no, please explain:_____
- B. Has the Offeror provided a list of names, address, contact person, and phone number of a minimum of three (3) but not more than five (5) client references (including school districts, higher education institutions, or other political subdivisions) for which equipment and/or services of a comparable nature, scope and complexity have been provided by your firm? Yes___ No___
- C. Has the Certificate of Non-Collusion been signed? Yes___ No___ If no, please explain: _____
- D. Does Offeror owe any State of Texas Margin taxes? Yes___ No___ If yes, please explain: _____
- E. Is the person submitting this proposal currently more than thrity (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 ma 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, six (6) bound copies, and one (1) electronic version on flash/thumb drive of the proposal been submitted with Offeror's response? Yes___ No___
- K. Does the Offeror meet all specific requirements imposed by federal, state or local laws or rules and regulations? Yes___ No___
- L. Offeror agrees to comply with all the stated requirements for this proposal. Any exceptions must be stated in the proposal response: Yes___ No___ Exceptions: (Use additional pages, if necessary)_____
- M. Has all requested information in the CSP been addressed? Yes___ No___

- N. Provide the name, address, phone number, fax number and email address of the firm's contact person for this engagement.
- O. Has information been provided to substantiate minimum qualifications? Yes____No____
- P. How did Offeror learn about this project?

SECTION 5
CERTIFICATION OF NON-COLLUSION

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal."

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 6
PROPOSAL CERTIFICATION

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

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

Signature

Email Address

Printed Name

Telephone Number

Title

Fax Number

Firm / Offeror Name

SECTION 7

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

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

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

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

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**
(This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4

Signature of vendor doing business with the governmental entity

Date

SECTION 8
TERMS AND CONDITIONS OF THE CONTRACT



ALAMO
COLLEGES

**CONSTRUCTION AUDIT SERVICES
AGREEMENT
BETWEEN
ALAMO COMMUNITY COLLEGE DISTRICT
AND**

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

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

WHEREAS, Alamo Colleges published a competitive procurement solicitation (“Request”), designated CSP 19A-007 to obtain Construction Audit Services for the Alamo Colleges District; and

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

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

1. DEFINED TERMS.

1.1 “Project” has the meaning defined in **Exhibit A** hereto. The Contractor hereby agrees to furnish the services specified in **Exhibit A**.

1.2 “Project Coordinator” means the employee of Alamo Colleges designated in **Exhibit A** hereto who will manage the relationship between Alamo Colleges and Contractor. The designated employee will be knowledgeable of the Project and be experienced in managing projects similar to the one established herein.

2. PROJECT OBJECTIVE(S) AND SCOPE.

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

3. PROJECT DELIVERABLES.

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

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

5. ACCESS. The Parties agree to grant one another, their employees and agents assigned to the Project

reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.

6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE WITH APPLICABLE LAW.** The Parties agree to comply with all applicable provisions of all federal, state and local laws and regulations, including any applicable Executive Orders, applicable to the operation of Alamo Colleges and the Project, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act ("FERPA"). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. Contractor agrees to abide by all applicable Alamo Colleges' policies, including, without limitation, those relating to financial ethics and accountability.
9. **INSURANCE.**
 - 9.1 Alamo Colleges maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.
 - 9.2 Contractor shall obtain at its own cost insurance with coverage of its activities pursuant to this Agreement at the following minimum levels of coverage:

WORKERS' COMPENSATION	STATUTORY
Must include coverage for alternate employers and borrowed servants	
 EMPLOYER'S LIABILITY	
Each Accident (bodily injury)	\$1,000,000.00
Policy Limit (bodily injury by disease)	\$1,000,000.00
Each Employee (bodily injury by disease)	\$1,000,000.00
 GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
 BUSINESS AUTOMOBILE LIABILITY	
(if service vehicle operated on property owned or controlled by ACCD)	
Combined Single Limit (bodily injury/property damage)	\$1,000,000.00
Must include all owned, non-owned and hired vehicle	

UMBRELLA/EXCESS LIABILITY

Each Occurrence

\$1,000,000.00

POLLUTION ON-SITE LIABILITY (if services present risk)

Each Occurrence

\$1,000,000.00

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

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

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

10.2 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice ("Final Invoice") which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by Alamo Colleges, Alamo Colleges will pay ("Final Payment") to Contractor the amount due under the Final Invoice under the terms established by Texas law. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.

10.3 Notwithstanding any provision to the contrary, Alamo Colleges will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.

11. TERM AND TERMINATION. The Term of this Agreement is set forth at **Exhibit A** hereto.. The Term may be extended thereafter by written agreement signed by both parties.

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

11.2 Material Breach; Insolvency. This Agreement may be terminated by Alamo Colleges for breach of any material terms or conditions of this Agreement by Contractor, which breach is not corrected by Contractor within ten (10) calendar days after written notice thereof is given to Contractor, or immediately should Contractor become insolvent.

11.3 Current Revenues Only. Alamo Colleges commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges Board retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during its initial and renewal terms. The Alamo Colleges Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges' obligations under the Agreement, consistent with the maintenance of reasonable reserves.

12. LICENSES, PERMITS, TAXES AND FEES. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's

performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

13. **GENERAL TERMS.**

- 13.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.
- 13.2 **Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 13.3 **Identity Theft Prevention and Notification.** Consultant's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges' employees, students, and/or vendors. Consultant agrees to use best practices to prevent identity theft and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement.
- 13.4 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges, which shall be given or withheld in the reasonable discretion of Alamo Colleges. Any request for such permission must be directed to the Alamo Colleges Director of Purchasing and Contract Administration notice address. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 13.5 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges' Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 **Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 **Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 **Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the

application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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

execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges' facilities ("Claims") to the extent caused by the legally culpable acts or omissions of Contractor. Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF SUCH INJURY, DEATH OR DAMAGE WAS CAUSED IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges, regardless of how characterized.

- 13.17 Release of Information.** Alamo Colleges is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). In the event a request is made for information designated as proprietary, Alamo Colleges 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 will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.
- 13.18 Independent Contractors.** Contractor and Alamo Colleges understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.
- 13.19 Copyrights, Consents & Assignments.** If Contractor's services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images ("Consents"). Contractor warrants that its individual employees and any subcontractors and their employees who will personally perform the services under the Agreement ("Employees") do so as a "work for hire" on behalf of Alamo Colleges. Contractor consents to Alamo Colleges making a recording, by whatever means and upon whatever media of any verbal report or presentation made in the performance of the Services ("Recording"). Contractor assigns to Alamo Colleges all Consents and all rights to any (i) Recordings and (ii) materials in which it or any Employees own or may claim any intellectual property rights, including the right to create derivative works, as a work for hire fully paid for by the compensation payable to Contractor hereunder.
- 13.20 Records.** Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such

retention period shall extend until final resolution of the dispute. Contractor's "Records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo College's judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.

13.21 Covenants Pertaining to Contractor Employees Working at Alamo Colleges Premises.

Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges' premises on a regular basis. Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker's authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges its compliance with any of its obligations in this Agreement.

13.22 Right to Audit. Contractor grants Alamo Colleges, any applicable grantor, or their designees the right to audit, examine or inspect ("Audit"), at Alamo Colleges' election, all of Contractor's records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor's Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate work space necessary to conduct Audits.

13.23 Contractor Parking. Contractor will abide by the Alamo Colleges Parking Policies at: <http://www.alamo.edu/uploadedFiles/District/Employees/Departments/Ethics/pdf/policies/C.22.2-procedure.pdf>

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

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____

Date

Print Name: _____

Title: _____

By: _____

Date

Print Name: _____

Title: _____

EXHIBITS: Exhibit A - Project Details
Exhibit B – [Contractor's Name] Proposal Pricing Schedule
Exhibit C - [Contractor's Name] proposal

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES

1. Exact Legal Name of Contractor:
2. Term of Agreement: Contract will begin upon award and terminate August 31, 2021, and have three, one year options to renew upon mutual consent of the contractor and Alamo Colleges District.
3. Project Description: Construction Audit Services for Construction-Manager-at-Risk (CMAR) delivery methods
4. Alamo Colleges Representative:
5. Maximum Amount Payable to Contractor:
6. Project Interim Payment Milestones:
Refer to Exhibit B – [Contractor's Name] Proposal Pricing Schedule for further details.
7. Detailed Contractor Deliverables: Refer to Exhibit C - [Contractor's Name] proposal for further details.
8. Notice Addresses:

Notices to Alamo Colleges:

Vice Chancellor of Finance & Administration
201 W Sheridan St
San Antonio, TX 78204
Phone: (210) 485-0000
Email: _____@alamo.edu

With Copy to College:

Sabina Swank, Sr. Purchaser
Purchasing & Contract Administration
1819 N Main Ave, Box 693
San Antonio, TX 78212
Phone: (210) 485-0100
Email: dst-purchasing@alamo.edu

Notices to Contractor:

Tel: _____
Email: _____

9. Contractor shall submit all invoices to Alamo Colleges at the following address:
Accounts Payable
811 W Houston St
San Antonio, TX 78207
Phone: (210) 485-0321
Email: dst-accountspayable@alamo.edu
10. Any location requirements for the Project:
11. Any requirements that a particular Contractor employee undertake a particular role regarding the Project:
12. Other Requests/Requirements/Conditions/Exclusions:

APPENDIX A
INTERNSHIP PROGRAM PARAMETERS

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

A. **Role of the Employer**

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

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

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

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

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