



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

PURCHASE OF CONTACT CENTER SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

CSP NO. 19A-001

Release Date: September 17, 2018

Proposals must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Pre-Proposal Meeting: October 2, 2018, 9:00 a.m. (C.S.T.)

Proposal Deadline: October 18, 2018, 2:00 p.m. (C.S.T.)

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KEY DATES AND INFORMATION

CSP NAME: Competitive Sealed Proposal (CSP) for Purchase of Contact Center Services

PRE-PROPOSAL MEETING: A Pre-Proposal meeting is scheduled on October 2, 2018. The meeting will begin at 9:00 a.m. (C.S.T.) in 8300 Pat Booker Rd, Live Oak, Texas 78233. The Pre-Proposal meeting is not mandatory; however, attendance is strongly encouraged. Additionally, a call-in number is being provided for those Offerors, who are unable to attend in-person. Offerors may dial in with the following numbers:

x50550 (On Campus), and enter access code: 0128604
+1-210-485-0550 (Local), and enter access code: 0128604
+1-888-478-8286 (Toll-Free), and enter access code: 0128604

SUBMITTAL DEADLINE: October 18, 2018, prior to 2:00 pm (C.S.T.)

U.S. MAIL DELIVERY LOCATION:
Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Contact Center Services
CSP # 19A-001
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 Contact Center Services
CSP # 19A-001
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, 2024, 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(s) must affirm in writing: Offeror possesses the ability to provide the proposed fully operational contact center by the designated deadline of October 31, 2019.
- Offeror(s) must affirm in writing: Offeror will provide the proposed contact center services without the use of subcontractors.
- Offeror(s) must include with their proposal, audited financial statements for the most recent year including: a balance sheet, income statement, statement of cash flows, and notes to the financial statements. The financial statements must be audited by an independent CPA firm and include an unmodified opinion.

GENERAL INFORMATION

A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of Contact Center Services for the Alamo Colleges District. The scope of services is required to assist the Alamo Colleges District with providing a two tier contact center design with live Tier 1 customer contacts, who will promptly respond to calls in support of the following areas, including but not limited to: Student Financial Aid, Admissions and Records, and Business Office and direct only complex inquiries and requests for student account modifications to the Tier 2 advisor support, located directly at the campuses.

Since 2012, Alamo Colleges District has purchased Contact Center Services off-site at a third-party center location. We are soliciting proposals for off-site delivery. In addition, we are soliciting proposals a preferred option of moving contact center delivery on-site at an Alamo Colleges District facility in San Antonio, Texas. Section 3 Proposal Pricing Schedule requires Offerors to provide pricing for off-site delivery and optionally, additional pricing information for the preferred on-site delivery.

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 Spring 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



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," 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.
5. "Average Handle Time" refers to the average length of call based on the total hold + talk+ after call work times.

SECTION 1 SCOPE OF WORK

- A. Scope of Work: The purpose of this CSP is to solicit proposals for the purchase of Contact Center Services for the Alamo Colleges District. Offerors shall provide a two tier contact center design with live Tier 1 customer contacts, who will promptly respond to calls in support of the following areas, including but not limited to: Student Financial Aid, Admissions and Records, and Business Office and direct only complex inquiries and requests for student account modifications to the Tier 2 advisor support. Since 2012, Alamo Colleges District has purchased Contact Center Services off-site at a third-party center location. We are soliciting proposals for off-site delivery. In addition, we are soliciting proposals for a preferred option of moving contact center delivery on-site at an Alamo Colleges District facility in San Antonio, Texas. Section 3 Proposal Pricing Schedule requires Offerors to provide pricing for off-site delivery and optionally, additional pricing information for the preferred on-site delivery.
- B. Statement of Work:
1. Provide U.S.-based on-site or off-site contact center services by October 31, 2019.
 - 1.1 Locations close to San Antonio, Texas are preferred.
 2. Hours of Operation:
 - 2.1 Provide Contact Center Services during peak hours throughout the academic calendar year (12 months) – Monday through Friday; 8:00 a.m. to 5:00 p.m. (C.S.T.), except for designated Alamo Colleges District Holidays and closures, as stated in Attachment II – Hours of Operation & Holiday Overview. Call volumes vary by day of the week and month of the year (see Attachment I – Offeror's Annual Agent Forecast by Month).
 - 2.2 Operate on days consistent with the activities of Alamo Colleges District. In conjunction with the Alamo Colleges District, Offeror will establish the hours for providing services and may make such adjustments as may be necessary from time to time in order to accommodate the needs of the Alamo Colleges District and Offeror, consistent with good business practices. Offeror agrees to confer with the Alamo Colleges District by jointly establishing operating hours and will agree on the service hours at least two weeks in advance of any reduced or suspended service.
 - 2.3 Possess the ability to provide any additional/extended hours, evening or weekend service, upon request of the Alamo Colleges District.
 3. Staff Requirements
 - 3.1 Recruit, hire and manage all contact center personnel deemed necessary to achieve and maintain standard key performance objectives, as defined by the Alamo Colleges District.
 - 3.2 Ensure all employees, engaged in the performance of the contract, adhere to all Alamo Colleges District policies regarding personal behavior. Employees will also demonstrate courtesy to patrons of the Alamo Colleges District.
 - 3.3 Reassign an employee when requested to do so by the Alamo Colleges District, provided that such a request is made on the grounds that continued employment and contact with customers would be detrimental. The Alamo Colleges District may ask the Offeror to remove an employee.

4. Data and Voice Communication

- 4.1 Provide two tier contact center design to route incoming calls according to call type or other routing instructions provided by the Alamo Colleges District:
 - 4.1.1 Tier 1 (vendor support): To process calls for general inquiries
 - 4.1.2 Tier 2 (direct campus support): To transfer calls to Alamo Colleges District departments
- 4.2 Possess the ability to manage inbound and outbound voice calls and data applications (i.e. email, web-based chat/ instant messaging, social media, etc.).
- 4.3 The Alamo Colleges District shall have the responsibility to maintain, support and provide Offeror with access to the Alamo Colleges District student records system and any other Alamo Colleges District systems required to provide Tier 1 support.
- 4.4 Provide live agents to promptly respond to all calls for Tier 1 support (currently maintain 25 agents baseline and periodically ramp to more than double that number during peak periods with additional hiring 30 days in advance).
- 4.5 Provide a local Automatic Call Distribution (ACD) system.
- 4.6 Provide and host a local Interactive Voice Response (IVR) system. Offeror shall manage the content of the call tree and support all changes, troubleshooting and maintenance.
- 4.7 Provide the necessary telecommunication services from offeror to the designated contact center for delivering services in support of the Alamo Colleges District.
- 4.8 Provide and host an integrated knowledge management and call reason code ticketing system.
- 4.9 Provide and host an intraday agent management system.
- 4.10 Provide and host a workforce management (WFM) forecasting system.
- 4.11 Provide contact center services in support of the following departments, including but not limited to: Admissions and Records, Business Office, Continuing Education/ Workforce Training Network, and Student Financial Aid. A listing of all campuses and their respective departments can be found, via the Alamo Colleges District website: <https://www.alamo.edu>.
- 4.12 Deploy and utilize offeror's proprietary contact management system. Offeror retains all ownership rights in and to its contact management system, including but not limited to any modifications or enhancements made thereto created by Offeror for contact center services in support of the Alamo Colleges District.
- 4.13 Invoice the Alamo Colleges District for all software licenses, voice calls and data usage at cost in association with this project.
- 4.14 *The following applies to all Offerors proposing on-site Contact Center Services:*
The proposed on-site contact center location is to provide services exclusive to the Alamo Colleges District.

5. Standard Key Performance Objectives

- 5.1 Ensure all incoming calls are processed with the following standard key performance objectives, including but not limited to:
 - Average Handle Time (AHT) not to exceed 4 minutes.
 - Average Hold Time not to exceed 30 minutes.
 - Meet or exceed Service Performance Level of 80% within 60 seconds.
 - Reason code ticketing on 100% of calls.
- 5.2 Provide the Alamo Colleges District with access to individual caller voice recordings for at least 60 days.

- 5.3 Provide Alamo Colleges District with access to knowledge management and reason code ticketing systems.
- 5.4 Standard Key Performance Objectives will be evaluated, upon completion of the initial 90 days the program goes live. Any revisions or modifications to the Standard Key Performance measures shall require mutual consent from the Offeror and the Alamo Colleges District.
- 5.5 Offeror will not be responsible for failure to meet standard key performance objectives if such failure is due to the failure or unavailability of the Alamo Colleges District systems required for Offeror's performance.

6. Reporting

- 6.1 Provide annual budget outlook development, based on workforce management (WFM) forecast.
- 6.2 Provide rolling 30 and 90 day workforce management (WFM) forecasts.
- 6.3 Provide analysis of daily, weekly and monthly call reason codes.
- 6.4 Maintain historical database of monthly snapshot and call reason code metrics.
- 6.5 Develop standard operational reports on daily/weekly/ monthly basis, as requested by the Alamo Colleges District. Standard reports are defined and included in Figure 1, below, but not limited to:

Report Name	Frequency	Description	Metrics
Daily Flash	Daily Monday - Friday	<p>Daily call statistics report showing data from Call Management System (CMS) with the ability to trend day over day, week over week or month over month.</p> <p>Segregate metrics by lines of business (Admissions, Business Office, Financial Aid, Continuing Education, and by college)</p>	<p>Daily Flash Summary (Call Metrics Data)</p> <ul style="list-style-type: none"> – Calls Offered – Calls Handled – Service Level% – Abandoned Calls – Abandoned Call Rate – Average Handle Time (Min) – Longest Hold time (Min) – Talk Time (Min) – Hold Time (Min) – Wrap Time (Min) – Average Speed of Answer (Sec) – Inbound Call (Min) – Total Inbound (Min) – Transfer Rate <p>Daily Interval Report (Volume at Interval Level)</p> <ul style="list-style-type: none"> – Offered Calls – Handled Calls – Abandoned Calls – Abandoned Call Rate

Weekly Workbook & Monthly Snapshot	Weekly; Monthly	<p>Weekly comprehensive workbook that provides trends on call stats, tickets, operational metrics, attrition, internal quality performance, and customer satisfaction results.</p> <p>Summarized into monthly trend view to same month prior year by lines of business where applicable.</p>	<p>Contractual Metric Summary</p> <ul style="list-style-type: none"> – Service Level% – Abandoned Call Rate – Average Handle Time (Min) – Average Speed of Answer (Sec) <p>Week over Week and Month over Month Call Metrics Table</p> <ul style="list-style-type: none"> – Calls Offered – Calls Handled – Service Level% – Abandoned Calls – Abandoned Rate – Average Handle Time (Min) – Talk Time (Min) – Hold Time (Min) – Wrap Time (Min) – Average Speed of Answer (Sec) – Outbound Calls – Outbound Time (min) – Inbound Call (Min) – Total Inbound (Min) – Operations Stats Table – Utilization % – Adherence % – Conformance % – Absenteeism % – Quality Stats – # Monitors – QA Score – End user critical score – Business critical score – Headcount and Attrition (Week over Week) – Headcount – Production Attrition – Training Attrition – Term Reasons
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Figure 1

7. Technology

7.1 Provide and maintain the following technical components:

- 7.1.1 Knowledgebase to house all scripting and content
- 7.1.2 Oracle CX or other system for call ticketing and agent communication support
- 7.1.3 Potential PC and monitor hardware
- 7.1.4 Computer telephony infrastructure (CTI) management for all intraday operations or other systems used for workforce management (WFM) and call recording.
- 7.1.5 Voice capture, storage and retrieval of recorded call services
- 7.1.6 Intradem or comparable system for online training and agent communication purposes

7.2 The Alamo Colleges District will provide the following:

- 7.2.1 Assistance with workforce management (WFM) forecasting
- 7.2.2 All content & scripting
- 7.2.3 All training
- 7.2.4 Assistance with call calibrations
- 7.2.5 Banner access for Tier 1 support

The following applies to all Offerors proposing on-site Contact Center Services:

8. Equipment and Furniture

The following applies to all Offerors proposing on-site Contact Center Services:

- 8.1 Offeror will be responsible for providing any additional necessary equipment and furniture at its own expense, provided that the use and location of any such furniture and equipment is approved by the Alamo Colleges District.
- 8.2 Offeror agrees to maintain and/or replace equipment and furniture, provided by the Offeror.
- 8.3 Offeror is responsible for reporting any Alamo Colleges District property damages within 24 hours to designated Alamo Colleges District representative(s). The Alamo Colleges District is required to be notified of any property damages, if the repair/replacement estimate is equal to or exceeds \$2,000. For such instances, the Alamo Colleges District may opt to replace damaged property.

9. Utilities

The following applies to all Offerors proposing on-site Contact Center Services:

- 9.1 The Alamo Colleges District shall be responsible for furnishing appropriate plumbing, power and HVAC to the premises.
- 9.2 The Alamo Colleges District shall maintain compliance with all fire, building, electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical services for the building, designated for the on-site Contact Center location.
- 9.3 The Alamo Colleges District shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations.

10. Facilities

The following applies to all Offerors proposing on-site Contact Center Services:

- 10.1 Offeror agrees to accept the designated on-site Contact Center facility in its present condition and agrees to maintain building space and to surrender to the Alamo Colleges

- District, upon the termination of this contract in as good condition as was received by Offeror, during the life of the contract, reasonable wear and tear excepted.
- 10.2 Offeror is encouraged to make suggestions for interior design changes for any and each area included in floor plan. Suggestions should include brief illustrations, descriptions of renovation, breakdown of estimated cost for each item by area, and suggested schedule of work.
 - 10.3 Any renovation, enhancement, or upgrade to the existing facilities will be made at the Offeror's expense. No alterations will be made to the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the Alamo Colleges District. All requests shall be submitted to the Alamo Colleges District and approved alterations will be at the expense of the Offeror.
 - 10.4 All requests for renovations and refurbishments are to be performed by properly bonded contractors and at the expense of the Offeror.
 - 10.5 Any improvements made by the Offeror throughout the term of the contract shall become the property of the Alamo Colleges District.
 - 10.6 Offeror will be responsible for repair or replacement costs for any damages to Alamo Colleges District real property caused by the use, misuse, or negligence on the part of Offeror's employees and/or customers.
 - 10.7 Offeror is responsible for reporting any Alamo Colleges District property damages within 24 hours to the designated Alamo Colleges District representative. The Alamo Colleges District is required to be notified of any property damages, if the repair/ replacement estimate is equal to or exceeds \$2,000. For such instances, the Alamo Colleges District may opt to replace damaged property.
 - 10.8 Repair or replacement of damaged or destroyed real property may be accomplished by the Offeror, upon approval of the Alamo Colleges District. Repairs will be made by qualified personnel, using approved methods and materials, to the satisfaction of Alamo Colleges District.

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.

2. 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.

- 2.1 Offeror(s) must affirm in writing: Offeror possesses the ability to provide the proposed fully operational contact center by the designated deadline of October 31, 2019.
- 2.2 Offeror(s) must affirm in writing: Offeror will provide the proposed contact center services without the use of subcontractors.
- 2.3 Offeror(s) must include with their proposal, audited financial statements for the most recent year including: a balance sheet, income statement, statement of cash flows, and notes to the financial statements. The financial statements must be audited by an independent Certified Professional Accounting firm and include an unmodified opinion.

3. Evaluation Criteria

Responses to the following items will be evaluated in accordance with the criteria in the Evaluation Criteria and Proposal 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	EVALUATION CRITERIA AND PROPOSAL	WEIGHTING
Section 2: A. 3.2.1	Criteria 1: Purchase Price	30
	<ul style="list-style-type: none"> – On-site/ Off-site – Start-up and Implementation Fee – Dedicated Alamo Colleges District Agent – Dedicated Alamo Colleges District Team Lead – Dedicated Alamo Colleges District Agent Training – Telecommunications Fee – Data Usage Fee – Software License Fee 	
Section 2: A. 3.2.2	Criteria 2: Quality of Vendor's Goods/ Services	20
	<ul style="list-style-type: none"> – Background and Experience – Litigations – References – Metrics – Loss Of Clientele – Awards & Recognition – Profile – Policies and Procedures – Developments and Updates 	
Section 2: A. 3.2.3	Criteria 3: Extent to Meet the District's Needs	50
	<ul style="list-style-type: none"> – Ability to Meet Requirements – Project Deadlines & Budgetary Requirements – Company Averages – Facilities – Systems – Reporting – Account Management – Agent Hiring & Development – Quality & Monitoring 	
TOTAL		100

3.1.1 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.

3.1.2 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:

3.2.1 Purchase Price:

- a. In reference to Section 3 of the CSP, the Offeror must provide a detailed explanation of how the proposed fees were derived for the service items listed.
 - Start-up and Implementation Fee
 - Dedicated Alamo Colleges District Agent
 - Dedicated Alamo Colleges District Team Lead
 - Dedicated Alamo Colleges District Agent Training
 - Telecommunications Fee
 - Data Usage Fee
 - Software License Fee
- b. All Offerors must provide pricing for off-site services at Offeror's location (locations close to San Antonio, Texas are preferred)
- c. Optional (preferred by Alamo Colleges District), the Offeror may provide pricing for on-site services at Alamo Colleges District facility, including price discount for Alamo Colleges District-provided facilities as described in section 1.B.8 through 1.B.10.

3.2.2 Quality of Vendor's Goods and Services:

- a. Provide a brief discussion of your firm's background and experience in providing the requested services for academic institutions.
- b. List any litigation against your firm which has been adjudicated within the past five years. Provide a brief description of the cause of action and the final outcome.
- c. Provide a list of names, address, contact person and phone numbers of at a minimum of three (3) but not more than five (5) client references for which equipment and services of a comparable nature, scope and complexity have been provided by your firm. Include results of customer satisfaction survey. Indicate whether on-site or off-site contact center services were provided. References must be for services performed in the name of the company submitting the Proposal; work performed by employees, subcontractors or representatives while engaged by another company does not qualify as an acceptable reference. Projects for client references should have occurred within the last five (5) years. References from school districts, higher education institutions, or other political subdivisions are preferred.
- d. Provide actual company averages for Attrition Rate (%) to include peak periods.
- e. List the clients that the firm has lost over the past three years and indicate the reason.
- f. List any awards or recognition your firm has received within the past five years. These may be professional, technical, or charitable in nature.
- g. Provide a brief profile outlining the history, philosophy, and target market of the firm.
- h. List policies and procedures your firm follows to maintain service excellence.

- i. Provide efforts the firm makes to keep its professionals informed of developments relevant to the industry.

3.2.3 Extent to Which the Goods or Services Meet the District's Needs:

- a. Describe how your firm will meet each of the requirements outlined in the Statement of Work.
- b. Describe your firm's ability to meet project deadlines and budgetary requirements including your plans to meet current and future service commitments.
- c. Provide actual company averages for the following metrics (also include peak periods). Please do not provide target numbers.
 - Calls Offered
 - Calls Handled
 - Service level (% in 20 seconds)
 - Abandoned calls (%)
 - Average Handle Time (min.)
 - Talk Time (min.)
 - Hold Time (min.)
 - Wrap Time (min.)
 - Wait time (Average speed of answer):
 - Blockage (%):
 - Inbound Call (min.)
 - Total Inbound (min.)
 - Productivity: Average number of calls processed per agent per hour.
- d. Facilities
 - How many facilities do you have and where are they located?
 - How many workstations does each facility have? What is your maximum capacity?
 - Are you proposing optional on-site delivery of contact center services?
 - Does your firm possess the ability to provide on-site contact center services?
 - For proposed off-site contact center services, where would the proposed contact center facility be located? Locations close to San Antonio, Texas are preferred.
 - Describe your Automated Call Distributors and telecommunications structure including number of T1 circuits.
 - How many Agents and Team Leads are included in the proposed contact center services? Complete Attachment I – Offeror's Annual Agent Forecast by Month - showing your estimated number of agents required by month based on the annual call volumes, average hold time, service level, and call arrival seasonality assumptions provided.
 - Describe the extent of your Computer Telephony Integration (CTI) capabilities.
 - List the telecoms you support and denote your preferred vendor.

e. Systems

- Describe the technical components (i.e. hardware, software, etc.) for each agent workstation within your firm.
- What is the typical start-up time for a new program?
- What are your firm's hours of operation?
- What are the hours of operation for the proposed contact center services?
- What are the hours of operation for your firm's technical support team?
- How many people do you have in your technical support department?
- What is the average turnaround time for technical service requests?
- Describe your firm's disaster recovery processes for both telephone and computer systems.
- What redundancy measures do you have in place?
- What security measures do you have in place to protect client data?
- Does your firm possess the ability to manage inbound and outbound voice calls and data applications (i.e. email, web-based chat/ instant messaging, social media, etc.)?

f. Reporting

- Describe your firm's Automated Call Distributors reporting capabilities.
- What reporting options do you offer?
- What method or format will be utilized for report delivery?
- Does your firm offer a client portal to view/access reports?
- Does your firm provide the option to access reports in real time or near real time?
- What custom reporting capabilities does your firm offer?
- Provide samples of your standard reports to include: call reasons, repeat calls, arrival and distribution.

g. Account Management

- Describe the start-up process for a new account.
- Describe your forecasting process.
- Which staffing and/or scheduling tools will be utilized for the proposed contact center services?
- Provide information on your key management.
- How are account managers selected for each program?
- How many client programs does each account manager oversee?

h. Agent Hiring and Development

- Describe the hiring process for new agents.
- Detail the hiring criteria utilized for each agent.
- Describe the initial training process for each of your firm's agents.
- How will your firm ensure each dedicated agent is updated with the latest information to assist the Alamo Colleges with this program?
- How would you train our specific program?
- What type of agent motivation and retention programs are currently in place?

- What is your overall annual agent turnover rate?
- What is your supervisor to agent ratio?
- i. Quality and Monitoring
 - Describe your monitoring capabilities.
 - What quality assurance programs do you have in place?
 - Do you provide remote monitoring capabilities to your clients? What is your quality assurance staff to agent ratio?
 - How often are your agents monitored? Please provide a copy of your standard monitoring form.
 - What is the length of time call recordings are stored (i.e. number of days)?

3.2.4 Any Other Relevant Factor Specifically Listed in the Request for Competitive Sealed Proposals

- a. Provide the name, address, phone number, fax number and email address of the firm's contact person for this engagement.

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. (C.S.T.) on October 18, 2018. 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 CONTACT CENTER SERVICES
CSP # 19A-001
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 CONTACT CENTER SERVICES
CSP # 19A-001
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 one hundred (100) single sided 8-1/2 x 11 sheets. The following items are not counted in the page limit: front and back cover pages; cover letter (not to exceed two pages); sheet/chapter dividers; resumes, 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

For evaluation purposes, Offeror is encouraged to propose pricing for the services, referenced below. Price must include the billed time for work hours, which reflects all hours worked by an agent or staff member including breaks and auxiliary time. 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. If the rate is "\$0.00," it must be stated as such in the corresponding space, below.

Offeror should include a copy of firm's price listing for all available service options with Offeror's proposal.

Pricing must be provided for off-site delivery. At Offeror's option, pricing can be proposed for the Alamo Colleges District preferred on-site delivery option.

PRICE TABLE			
Item No.	Description	Price for Off-site Delivery (Offeror's Site) Location: _____	Optional: Price For On-site delivery (Alamo Colleges District Facility)
1	Dedicated Alamo Colleges District Agent (per 1 Agent)	\$_____/ Rate Per Hour	\$_____/ Rate Per Hour
2	Dedicated Alamo Colleges District Team Lead (per 1 Team Lead)	\$_____/ Rate Per Hour	\$_____/ Rate Per Hour
3	Dedicated Alamo College District Agent Training (per Agent)	\$_____/Rate Per hour	\$_____/Rate Per hour
4	Start-up & Implementation Cost (one-time fee)	\$_____	\$_____
5	Telecommunication Fee	\$_____per minute	\$_____per minute
		\$_____monthly	\$_____monthly
6	Data Usage Fee (i.e. email, web-based chat/ instant messaging, social media, etc.)	\$_____per minute	\$_____per minute
		\$_____monthly	\$_____monthly
7	Software License Fee (i.e. email, web-based chat/ instant messaging, social media, etc.)	\$_____annually	\$_____annually

Notes:

1. "Team Lead" refers to staff member(s) responsible for content and procedure support, call driver tracking and communications, coaching and feedback to Agents as subject matter expert support, monitoring calls for content quality assurance and tracking other opportunities for improvement.
2. "Agent Training" refers to any ongoing training as directed by the Alamo Colleges District. This does not refer to or include any new hire training as a result of attrition.

SECTION 4
OFFEROR'S CHECKLIST

- A. Have all specifications and features been met including Section 3 Proposal Pricing Schedule and Attachment I - Offeror's Annual Agent Forecast by Month? Yes ____ No ____
If no, please explain: _____
- B. Has the Offeror provided a list of names, address, contact person, and phone numbers of a minimum of three (3) but not more than five (5) client references (including school districts, higher education institutions, or other political subdivisions) for which equipment and/or services of a comparable nature, scope and complexity have been provided by your firm? Yes ____ No ____
- C. Has the certificate of non-collusion been signed? Yes ____ No ____
If no, please explain: _____
- D. Does Offeror owe any State of Texas Margin taxes? Yes ____ No ____
If yes, please explain: _____
- E. Is the person submitting this proposal currently more than thirty (30) days delinquent in child support payments? Yes ____ No ____ If yes, please explain: _____
- F. Location of Principal Place of Business (City/State): _____
- G. If neither offering company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas? Yes ____ No ____
- H. Does the Offeror have any information to disclose about past or current relationships that may impact the Offeror's service? Yes ____ No ____
- I. Does the Offeror agree to "hold harmless", defend at its own expense and indemnify Alamo Colleges District against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes ____ No ____
- J. Has one (1) unbound original, 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 in this request for proposal. Any exceptions must be stated in the proposal response. Yes ____ No ____
Exceptions: (Use additional pages, if necessary) _____
- M. Has all requested information in the CSP been addressed? Yes ____ No ____
- N. Has information been provided to substantiate minimum qualifications including audited financial statement? Yes ____ No ____
- O. 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

 <div style="clear: both;"></div> <p style="text-align: center; font-size: 1.2em; margin: 0;">A L A M O C O L L E G E S</p>	<p>COMPETITIVE PROCUREMENT SERVICES AGREEMENT</p> <p>BETWEEN</p> <p>ALAMO COMMUNITY COLLEGE DISTRICT</p> <p>AND</p> <p>_____</p>
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges”) 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 _____ to obtain _____ services for _____ College/District Office; 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.

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

“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
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POLLUTION ON-SITE LIABILITY (if services present risk)

Each Occurrence	\$1,000,000.00
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Contractor shall, at the time of execution of this agreement, provide Alamo Colleges 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: <https://www.alamo.edu/siteassets/district/about-us/leadership/board-of-trustees/policies-pdfs/section-c/c.2.2.2-procedure.pdf>

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

ALAMO COMMUNITY COLLEGE DISTRICT:

By: _____

Date

Print Name: _____

Title: _____

CONTRACTOR:

By: _____

Date

Print Name: _____

Title: _____

EXHIBITS: Exhibit A - Project Details
 Exhibit B – Additional Terms and Conditions
 Exhibit C – CSP 19A-001 Price Tabulation

SAMPLE

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES

1. Exact Legal Name of Contractor:
2. Term of Agreement: Effective upon award through August 31, 2024 with 3 one-year options to renew upon mutual consent of [Contractor] and the Alamo Colleges District.
3. Project Description: [Contractor] will provide Contact Center Services as outlined in CSP 19A-001 for the Purchase of Contact Center Services.
4. Alamo Colleges Representative:

5. Maximum Amount Payable to Contractor:
Project Interim Payment Milestones:

Refer to Exhibit C to Agreement – CSP 19A-001 Price Tabulation – for further details.

6. Detailed Contractor Deliverables:
Contractor agrees to:

Refer to Exhibit B to Agreement – Additional Terms and Conditions – for further details.

7. Notice Addresses:

Notices to Alamo Colleges:

President/Vice President College Services/Vice Chancellor of _____
_____ College

Email: _____@alamo.edu

With Copy to College:

Purchasing & Contract Administration
1819 N Main St., San Antonio, TX 78212
(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
(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:

SAMPLE

EXHIBIT B TO AGREEMENT – ADDITIONAL TERMS AND CONDITIONS

Contractor shall provide the services and the deliverables described herein in the manner required by this Agreement:

1. Contractor agrees to:

- 1.1 Provide U.S.-based customer care inbound and outbound contact center services. The scope of work includes providing live customer contacts who will promptly respond to calls in accordance with the Service Levels set forth by the Alamo Colleges District by providing students with Tier 1 care support for Alamo Colleges District including but not limited to: Student Financial Aid (SFA), Admissions, Directory Assistance, Business Office, and other departments as directed by the Alamo Colleges District. Contractor will be the first point of contact and direct only complex problems (i.e. Tier 2) that are escalated to the appropriate Alamo Colleges District appropriate representatives. Contractor will provide phone, email and chat support as required;
- 1.2 Assist the Alamo Colleges District with development of scripting for services;
- 1.3 Provide services Monday – Friday; 8:00am – 5:00pm CST (consistent with the published Alamo Colleges District Hours of Operation & Holiday Overview) with some extended and mutually agreed upon hours (coordinated with the Alamo Colleges District representatives);
- 1.4 Provide a toll-free number, dedicated to the Alamo Colleges District;
- 1.5 Provide a monthly performance and call volumes report; and
- 1.6 Work with the Alamo Colleges District on developing an acceptable Service Matrix requirements/specification.

2. The Alamo Colleges District agrees to:

- 2.1 Assist Contractor in the development of a script, which Contractor and the Alamo Colleges District both mutually agree, can service the contact center needs within the desired Average Handle Time (AHT); The Alamo Colleges District is responsible for the final review of the script;
- 2.2 Provide a Hours of Operation & Holiday Overview;
- 2.3 Coordinate extended hours with Contractor;
- 2.4 Provide a listing of all contact information for Financial Aid representatives as well as any other relevant contact information necessary to redirect callers to an appropriate location.
- 2.5 Provide access to only those portions of the student record (read only access) necessary for the provision of Tier 1 support.

3. System Requirement

3.1 Data and Voice Communication Requirements

- a. The Alamo Colleges District will route all appropriate inbound lines to Contractor to accommodate the inbound call activity associated with the Project. Contractor will invoice the Alamo Colleges District for all telecommunication line charges at cost.
- b. Contractor shall provide the necessary services to the facilities for which it is delivering services for the Alamo Colleges District.

3.2 Contact Center Systems

- d. During the term of this Agreement, Contractor will deploy and utilize its proprietary call management system. Contractor retains all ownership rights in and to its call management system, including but not limited to any modifications or enhancements made thereto which may be created by Contractor in connection with the services provided under this Agreement.
- e. The Alamo Colleges District will provide Contractor access to the Alamo Colleges District student records systems for the purpose of accessing information relative to providing Tier 1 support. The Alamo Colleges District has the responsibility to support and maintain the Alamo Colleges District student records applications and any other Alamo Colleges District system required for Contractor to provide Tier 1 support under this Agreement. Contractor will not be responsible for any failure to meet any performance targets if such failure is due to any failure in or the unavailability of any other Alamo Colleges District system required for Contractor performance hereunder.
- f. Automatic Call Distribution (ACD). Contractor will provide a local ACD system.
- g. Interactive Voice Response (IVR). Contractor will provide and host a local IVR. Contractor shall route incoming calls according to call type or other routing instructions provided by the Alamo Colleges District. Contractor shall manage the content of the call tree and support all changes, troubleshooting and maintenance.

4. Key Performance Indicators (KPI), Service Levels & Performance Evaluation.

Contractor shall meet or exceed the Service Level metrics for Student Financial Aid, Admissions, Business Office, Directory Assistance and other departments as directed by the Alamo Colleges District, herein. The Alamo Colleges District shall have the right to modify Service Level metrics at any time. Contractor performance for the purposes of compliance with the Service Levels described below shall be measured and calculated on a monthly basis as follows:

- 4.1 Service Level – Email, Chat, Inquiries. The Service Level for Email, Chat services shall be calculated at point of implementation.
- 4.2 Service Level – Telephone Calls. The Service Level for telephone calls shall be calculated as the percentage of telephone calls that are responded to in the specified timeframe. Calls abandoned prior to reaching the Alamo Colleges District call queue are excluded from the calculation. Measurement for telephone transactions shall be at the queue level.

Average Handle Time (AHT) – The average length of call based on the total hold + talk+ after call work times and email handling.

Service Levels – The ration of customer calls answered within the stated time of 60 seconds; and the ratio of customer emails, fax, white mail, or chat answered within the stated time of 24 hours.

- 4.3 Contractor shall ensure adherence to each KPI for each given month, provided that the Alamo Colleges District meets its obligations set forth in Section (a.) below.
 - a. The Alamo Colleges District will approve the following rolling forecasts developed jointly with the Contractor: (i) 3 months forecast, (ii) 1 month fixed forecast by the end of the fifth business day of each month which shall serve to lock the following month's forecast (i.e. on January 5th, the Alamo Colleges District and Contractor will finalize a fixed forecast for February volume). Staffing plan for the 1 month fixed forecast will be delivered by

Contractor by the twelfth business day and will be mutually agreed upon by both parties. If agreement cannot be reached on the staffing plan, KPIs will be suspended for such month.

- b. If the actual call volume exceeds by more than ten percent (10%) of the fixed forecast volume for a given month, Contractor shall use all reasonable efforts to meet the Service Levels for such month. It is recognized however that the Contractor cannot guarantee that such Service Levels will be met and as a result the Root Cause Analysis, Corrective Action and Service Credits, (outlined below) will not apply. In these instances, Contractor will notify the Alamo College District when actual volumes exceed the agreed upon performance metrics and KPIs will then be suspended for such month.
- c. **Modification of Service Levels.** Contractor acknowledges and agrees that from time to time, it will be necessary for Alamo Colleges District to modify Service Levels or operationally adjust work requirements applicable to this Work Order, as a result of, by way of example and without limitation, changes in technology, market requirements, and new programs offered by the Alamo Colleges District. In such event, the Parties shall use the Change Management Process to modify the Service Levels in this Agreement. In addition to, and not by limitation of, the foregoing, the Parties agree that Service Levels will advance over time and that new Service Levels may be added or adopted to reflect Alamo College's changing and/or new business requirements. At least once annually, Contractor will present to the Alamo Colleges District and reach agreement with the Alamo Colleges District with respect to any adjustments to the Service Levels to reflect continuous improvements in the Service Levels and/or the addition or adoption of new Service Levels.
- d. **Root Cause Analysis and Corrective Action.** Upon the occurrence of two consecutive months Service Level, system or other failures or deficiencies, (i.e., Service Level and AHT), Contractor shall perform a root cause analysis in order to identify and confirm the reason for any failure by Contractor to meet service level or other requirements. Contractor shall, within five (5) business days or as Alamo Colleges District requests: (a) conduct such analyses when such failure(s) occur; and (b) provide a report setting forth in detail (i) the cause of such failure(s) and/or deficiencies, (ii) Contractor's plan for curing such failure(s) and/or deficiencies, and (iii) the procedures through which such plan shall be implemented and tested and its success verified. Contractor shall thereafter meet with Alamo Colleges District as Alamo College District's request to assess the effectiveness of the cure and any additional steps that need to be taken by Contractor.
- e. Monthly performance reports for service level and average handle time measurements will be shared monthly with Alamo Colleges District. Failure of Contractor to meet service levels and/or average handle time in two consecutive months, (following the initial ninety (90) day period that the program goes live) will result in the below outlined service credits being applied for the affected month. The service credit "obtained level" is achieved by determining the Combined Average level of attainment of both the Service Level and Average Handle Time measurements.

Example Calculation:

- Average handle time target = 4/min
Actual handle time = 5/min
Percentage attainment = 75% of goal
- Monthly service level achieved = 65%
- Combined Average

AHT -62%
SL -65%
Average -70%

Total Credit = 0.5%

Service Level	Obtained Level
.5% performance credit for support calls out of compliance	64.1% - 79%
1 % performance credit for support calls out of c o m p l i a n c e	60.1% - 64%
1.5 performance credit for support calls out of compliance	below 60%

5. Reporting

- 5.1 Provide annual budget outlook development, based on Workforce Management (WFM) forecast.
- 5.2 Provide rolling 30 and 90 day Workforce Management (WFM) forecasts.
- 5.3 Provide analysis of daily, weekly and monthly call reason codes.
- 5.4 Maintain historical database of monthly snapshot and call reason code metrics.
- 5.5 Develop standard operational reports on daily/weekly/ monthly basis, as requested by the Alamo Colleges District. Standard reports are defined and included in Figure 1, below, but not limited to:

Report Name	Frequency	Description	Metrics
Daily Flash	Daily Monday - Friday	<p>Daily call statistics report showing data from Call Management System (CMS) with the ability to trend day over day, week over week or month over month.</p> <p>Segregate metrics by lines of business (admissions, bus. Office, financial aid, CE)</p>	<p>Daily Flash Summary (Call Metrics Data)</p> <ul style="list-style-type: none"> – Calls Offered – Calls Handled – Service Level% – Abandoned Calls – Abandoned Call Rate – Average Handle Time (Min) – Longest Hold time (Min) – Talk Time (Min) – Hold Time (Min) – Wrap Time (Min) – Average Speed of Answer (Sec) – Inbound Call (Min) – Total Inbound (Min) – Transfer Rate (Min) <p>Daily Interval Report (Volume at Interval Level)</p> <ul style="list-style-type: none"> – Offered Calls – Handled Calls – Abandoned Calls – Abandoned Call Rate

Weekly Workbook & Monthly Snapshot	Weekly; Monthly	<p>Weekly comprehensive workbook that provides trends on call stats, tickets, operational metrics, attrition, internal quality performance, and customer satisfaction results.</p> <p>Summarized into to monthly trend view to same month prior year by lines of business where applicable.</p>	<p>Contractual Metric Summary</p> <ul style="list-style-type: none"> – Service Level% – Abandoned Call Rate – Average Handle Time (Min) – Average Speed of Answer (Sec) <p>Week over Week and Month over Month Call Metrics Table</p> <ul style="list-style-type: none"> – Calls Offered – Calls Handled – Service Level% – Abandoned Calls – Abandoned Rate – Average Handle Time (Min) – Talk Time (Min) – Hold Time (Min) – Wrap Time (Min) – Average Speed of Answer (Sec) – Outbound Calls – OB Time (min) – Inbound Call (Min) – Total IB(Min) – Operations Stats Table – Utilization % – Adherence % – Conformance % – Absenteeism % – Quality Stats – # Monitors – QA Score – End user critical score – Business critical score – Headcount andAttrition(Week over Week) – Headcount – Production Attrition – Training Attrition – Term Reasons
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6. **Change Management Process.** A Change Request form will be the vehicle for communicating any desired changes to the project. It will describe the change, the reason for the change, and the effect the change may have on the project, including but not limited to: price and delivery schedule. The Alamo Colleges District project manager will submit a written Change Request to the Contractor project manager. Contractor will scope and price the change. The change must be approved by the Alamo Colleges District prior to implementation. Both Contractor and the Alamo Colleges District will review the proposed Change Request and approve it for further study or reject it. The costs for the study, if any, will be agreed upon by both parties. If the Change Request is agreed to by both Contractor and the Alamo Colleges District, each party will sign the approval portion of the Change Request form prior to the change being implemented.

7. SUPPLEMENTAL DELIVERABLES OR RATE CHANGES. Additional services resulting from project modifications or changes will be performed at Contractor's discretion with the Alamo College District's written approval and will be invoiced at the then current Contractor service rates.
8. Contract Costs
 - 8.1 Contractor will retain individual caller voice recordings for a period of 60 days.
 - 8.2 Key Performance Indicators (KPI's) are to be used in evaluating contractor performance service levels.

SAMPLE

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.

APPENDIX B
OVERVIEW OF ROLES & RESPONSIBILITIES FOR ON-SITE DELIVERY OPTION

General Overview:

Departments Currently Serviced- Admissions and Records, Business Office, Continuing Education/Workforce Training Network, and Student Financial Aid.

Current Annual Call Volume- 350,000- 400,000

Agent headcount - 20-30 (non-peak) > 2x (peak)

Contact Center Design: Two tier design leveraging on tier 1 (vendor support) to process general student status information calls and tier 2(direct campus support) to process calls requiring advisor support.

Vendor Support Team:

Account Manager- Intraday communications, budget, and invoicing

Operations Manager – Intraday team oversight, recruiting, hiring, and quality control

Team Supervisor – Intraday direct agent oversight

Team Leads- Intraday assistance to agents for content related questions

Third Party Insourcing at Alamo Colleges Facility Requirements

Vendor Provides	Alamo Colleges Provides
Onsite infrastructure for all intraday operations including i.e. IEX, Contact Analyzer, NICE or other systems used for WFM and call recording	Facility to house contact center in San Antonio, Texas (Utilities, Maintenance & Operations)
Onsite recruiting, hiring, and intraday management of all agent personnel to include peak ramp up periods based on call seasonality	Contact Center Vendor Management team to: <ol style="list-style-type: none">1. Provide assistance with WFM forecasting2. Provide all content & scripting3. Provide all training4. Assist with call calibrations
Annual budget outlook development based on WFM forecast & rolling 30/90 day forecasts	Access to Banner system for student call processing
Onsite phone hardware system to include telephony infrastructure management	Call processing models and Guiding Principle outlooks
PC and monitor hardware	Furniture and other equipment (i.e. copier, vending)
Oracle CX or other system for call ticketing and agent communication support	
Knowledgebase to house all scripting and content	
Intraday, weekly, and monthly reporting for call volume, KPI and other service level measures	

ATTACHMENT I: OFFEROR'S ANNUAL AGENT FORECAST

(To be completed by Offeror)

OFFEROR NAME: _____

CALLS OFFERED BY LINE OF BUSINESS

FINANCIAL AID		TOTAL CALLS OFFERED		# AGENTS FORECAST
	FY-18		FY-18	
September	6620	September	19664	
October	4906	October	17375	
November	4071	November	22006	
December	4524	December	18822	
January	10956	January	37575	
February	3856	February	16578	
March	2954	March	16239	
April	4016	April	25664	
May	8595	May	38343	
June	6116	June	26804	
July	10739	July	40255	
August	16627	August	51039	
	83,980		330,364	

BUSINESS OFFICE

FY-18	
September	2434
October	1738
November	2155
December	2390
January	5179
February	2776
March	2275
April	3296
May	5524
June	3137
July	5560
August	7110
43,574	

DAILY % OF WEEKLY CALLS

Monday	24.6%
Tuesday	20.6%
Wednesday	20.3%
Thursday	19.3%
Friday	15.1%

ADMISSIONS

FY-18	
September	10000
October	10272
November	15280
December	11586
January	20626
February	9431
March	10440
April	17814
May	23587
June	17038
July	23379
August	26536
195,989	

CONTINUING EDUCATION

FY-18	
September	610
October	459
November	500
December	322
January	814
February	515
March	570
April	538
May	637
June	513
July	577
August	766
6,821	

ATTACHMENT II

Student Contact Center

Hours of Operation and Holiday Overview

Standard Hours of Operation

Period	Hours		
Regular Semester (Fall & Spring)	Monday – Thursday 8am-7pm	Friday 8am-5pm	Every first Saturday of Month 9am – 1pm
Peak (January and August)	Monday – Thursday 8am-7pm	Friday 8am-5pm	Every Saturday of Month 9am – 1pm
Summer (June & July)	Monday – Thursday 8am -7pm	Friday 8am-5pm	No Saturday

Holiday Hours of Operation (General Services Support)

8am-5pm

Holiday
Winter Break (2 weeks)
Spring Break (1 week)
Memorial Day
Fiesta Friday