



ALAMO
COLLEGES
DISTRICT

PURCHASE OF CONSTRUCTION OWNER'S
REPRESENTATIVE SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)
RFQ NO. 19A-021
Release Date: August 8, 2019

Responses must be submitted to:
Alamo Colleges District
Purchasing and Contract Administration
See addresses in "Key Dates and Information"

Response Deadline: August 27, 2019, 2:00 p.m.

TABLE OF CONTENTS

Key Dates and Information

General Information:

- 1.0 Background
- 2.0 Purpose
- 3.0 Scope of Work
- 4.0 Selection Procedures
- 5.0 General Requirements
- 6.0 Selection Process
- 7.0 Submission of Responses
- 8.0 Requirements for Responses (Criteria One to Criteria Five)
- 9.0 Format of Responses
- 10.0 Acknowledgement of Addenda
- 11.0 Execution of Offer
- 12.0 Certification of Non-Collusion
- 13.0 Qualification Statement / Response Certification
- 14.0 Conflict of Interest Questionnaire

Attachments:

- A – Sample Agreement between Owner and Construction Owner's Representative Services
- B – 2017 General Obligation Bond CIP Projects

Minimum Qualifications

The respondents to this RFQ must have the following minimum qualifications. Failure to meet minimum qualifications is grounds for rejection. Alamo Colleges District reserves the right to reject qualification statements that fail to include this information with the Offerors qualification statement submission.

1. Offeror(s) must affirm in writing and include with qualifications. Offeror will accept the fee as noted in Section 3.2 of this RFQ.
2. Offeror(s) must affirm in writing and include with qualifications. Offeror must have the capacity for providing insurance requirements as required in Section 5.6.
3. Offeror(s) must affirm in writing and include with qualifications. Direct Oversight: Offeror must provide a statement with their response that the dedicated personnel with the responsibility for the direct oversight of the construction projects which occur all in Bexar County for the duration of the term is located in San Antonio, Texas.

KEY DATES AND INFORMATION

- RFQ NAME:** Request for Qualifications (RFQ) for Purchase of Construction Owner's Representative Services
- CLOSURES:** The Alamo Colleges District will be closed on September 2, 2019
- SUBMITTAL DEADLINE:** August 27, 2019, prior to 2:00 pm
- DELIVERY LOCATION:** Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Owner's Representative Services
RFQ # 19A-021
2222 N. Alamo St.
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFQ will anticipated to begin October 1, 2019 and terminate December 31, 2023 and have three, one year options to renew upon mutual consent of the Contractor and Alamo Colleges District.
- NOTICE:** All questions related to this RFQ are to be directed to Karen Gottfried, Assistant Director, via email to: kgottfried@alamo.edu with a copy to dst-purchasing@alamo.edu

GENERAL INFORMATION

1.0 **BACKGROUND:**

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 2019 semester was 58,803 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 is located at 2222 N. Alamo St. in San Antonio, Texas. Alamo Colleges District is composed of five colleges: Northwest Vista College, Northeast Lakeview College, Palo Alto College, San Antonio College, and St. Philip's College to include the Southwest Campus. The Alamo Colleges District also has satellite locations and small remote locations in New Braunfels, Floresville, and Kerrville, providing limited student services.

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.



In November 2018, U.S. Commerce Secretary named the Alamo Colleges District a 2018 recipient of the Malcolm Baldrige National Quality Award (MBNQA), marking a significant milestone in the district's ongoing journey to achieve the highest level of student success and performance excellence. The Alamo Colleges District was one of only five organizations to receive the award in 2018, and is the first community college system to achieve this level of recognition in the history of the program.

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 eighth consecutive year, 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, 2018. This was the tenth 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's website at <https://www.alamo.edu/> to learn about Alamo Colleges.

A. 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 Alamo Colleges District as specified in this CSP.
4. "Proposal" refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the Agreement.

2. **PURPOSE:**

The purpose of this RFQ is to solicit qualification statements for a contract to provide Construction Owner's Representative Services during the planning, design, and construction of Alamo Colleges District's 2017 General Obligation Bond Capital Improvement Program (2017 CIP) from one qualified provider for Indefinite Delivery/Indefinite Quantity. In May 2017, Bexar County voters authorized issuance of limited tax bonds in the amount of \$450 million of new money to design, construct, renovate, improve, acquire and equip new and existing facilities in the District. The contracted provider will represent Alamo Colleges District (the Owner) during site selection, design, and construction phases, as well as relocation for CIP projects. The contracted provider will work with the contracted Project Management firm to ensure regulatory and statutory compliance for all aspects of the selected projects with all applicable governmental agencies, including but not limited to the City of San Antonio, City of Live Oak, Universal City, Bexar County, the United States Government and its agencies, and the State of Texas and its agencies.

3. **SCOPE OF WORK:**

3.1 Alamo Colleges District is seeking to contract with one qualified and experienced provider for Indefinite Delivery/Indefinite Quantity Construction Owner's Representative Services – District Wide. The Construction Owner's Representative will report to the Vice Chancellor for Finance and Administration (Dr. Diane Snyder) and is responsible to monitor (not manage) and report:

- 3.1.1 The design development process to ensure project scope is achieved;
- 3.1.2 The overall project budget (including FFE [furniture, fixtures, and equipment] and other non-design/construction related costs);
- 3.1.3 The bidding process (subcontracting);
- 3.1.4 Assist with jurisdictional reviews and project related mitigation issues;
- 3.1.5 Construction related activities, including pay applications;
- 3.1.6 Project close-out and occupancy; and
- 3.1.7 Move management and relocation.

The Construction Owner's Representative is responsible for providing regular information updates on the portfolio of CIP projects, generating useful and informative progress and summary cost and performance reports, and possible in-person "high-level" status presentations to the Board of Trustees periodically.

- 3.2 The estimated fee for the awarded Construction Owner's Representative services shall not exceed \$25,000 per month and the anticipated term of services is October 1, 2019 through December 31, 2023. Qualification Statements shall not include any information regarding Offeror's fees, pricing, or other compensation. Such contract terms will be negotiated with the selected firm.
- 3.3 It is anticipated that work performed under this contract will be in accordance with the following general parameters.
- 3.3.1 The work is providing Construction Owner's Representative services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis District Wide. There is NO guarantee of any work associated with this solicitation.
 - 3.3.2 The selected firm may work on any of the Alamo Colleges District design and construction projects, which include new construction, remodeling, renovations, and/or system upgrades.
 - 3.3.3 The selected firm's proposal for services should be based on estimate award of services that shall not exceed \$25,000 per month.

- 3.3.4 The selected firm will ensure all building and system designs and construction meet the all requirements and function in accordance to Alamo Colleges District design intent, Alamo Colleges District Design and Construction and Educational Standards (located at: <http://www.alamo.edu/district/facilities/design-standards/>), and the contract documents. These documents will be made available to the selected firm.
- 3.3.5 Applicants shall have adequate resources and competent personnel capable of monitoring all design contractors, consultants, schedules, and documents to deliver large complex projects that together with the contracted Project Management Firm ensures that all program deliverables are on schedule and under budget.
- 3.4 The 2017 General Obligation Bond CIP Projects are included in Attachment B.
- 3.5 It is Alamo Colleges District intent to contract for services until December 31, 2023. If at the end of the contract term, services are satisfactory and fees and rates remain unchanged, an option to extend the contract for an additional three, one year renewals upon mutual consent of the Contractor and Alamo Colleges District. Alamo Colleges District may terminate this contract at any time if funds are restricted, withdrawn, or not approved, or if service is unsatisfactory.
- 3.6 Because the scope of work requires the selected provider to represent the Alamo Colleges District working with already contracted Project Management firm(s) in effectively a supervisory capacity for all aspects of the selected projects, no firms currently under contract providing CIP Project Management Services for the Alamo Colleges district will be selected for the Construction Owner's Representative Services, nor will the selected provider be eligible for selection as a project management firm in any future solicitation during the period of its incumbency.

4.0 SELECTION PROCEDURES:

- 4.1 The Construction Owner's Representative will be selected according to established procedures by the Alamo Colleges District and in accordance with Texas Government Code, Section 2254. The evaluation criteria for this project are shown in Section 6.4 of the RFQ. The Alamo Colleges District reserves the right to award a contract, or to decide not to award any contract, in the best interest of the District.
- 4.2 Offeror shall submit written responses in accordance with instructions herein and may be interviewed by a selection committee. Alamo Colleges District reserves the right to retain all responses and to use any ideas submitted in a response regardless of whether the response is selected. Additionally, firms/organizations submitting responses may be called upon to make oral presentations as part of the evaluation process.
- 4.3 Alamo Colleges District reserves the right to reject any and all responses submitted and re-solicit as deemed necessary. The Alamo Colleges District selection committee shall recommend to the Board of Trustees the top qualified Offeror to provide the scope of services on the basis of the Offeror experience, technical competence, and capability to perform, evaluated on the basis of the factors listed in this Request for Qualifications, including, without limitation, the past performance of the Offeror and its members, and other appropriate factors published by Alamo Colleges District or submitted by the Offeror in response to the request for qualifications. The selection committee may also recommend alternate Offeror in the event no contract can be negotiated with the most qualified Offeror. Alamo Colleges District shall attempt to negotiate with the Offeror and a contract be completed. In the event that negotiations fail to result in a contract, or the contract fails to be approved, the process shall be repeated with alternate Offeror. Final contract negotiations, administrative matters, and contract execution are expected to be targeted for completion within two (2) weeks after Board of Trustees meeting on the basis of the form of agreement attached at

4.4 Anticipated Solicitation Schedule

A.	Alamo Colleges District Advertise RFQ	August 11 and 18, 2019
B.	Pre-Response Meeting	August 20, 2019
C.	Qualifications Response Deadline	August 27, 2019
D.	Award	September 2019

4.5 Responses that contain conditional clauses, alterations to the specifications and requirements, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Alamo Colleges District, at its option.

4.6 Alamo Colleges District reserves the right to terminate at any time the services of the firm, if not satisfied with the services or for the Alamo Colleges District' convenience with seven (7) days written notice.

5.0 **GENERAL REQUIREMENTS:**

5.1 **Notification of Criminal History of Contractor:** A person or business entity that intends to 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 publicly held corporation.

5.2 Prior to execution of the contract, the firm recommended for award will be required to execute the following certification:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the response. The following information must be submitted by each person meeting these described conditions and executing the certification: name; social security number; signature; and date.

5.3 Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the RFQ and its attachments are 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.

5.4 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 (10.6) shall be completed and submitted to the Alamo Colleges in accordance with section 176.006.

- 5.5 Section 10 of the RFQ contains the Execution of Offer and other required documents as follows:
- 5.5.1 Certification of Non-Collusion found in Section 10.4 of the RFQ
 - 5.5.2 Response Certification found in Section 10.5 of the RFQ
 - 5.5.3 Conflict of Interest Questionnaire found in Section 10.6 of the RFQ
 - 5.5.4 Other documents as may be required by the Request for Qualifications and its attachments. Responses are to be submitted in accordance with the sequence of information outlined in the RFQ. Failure to execute or provide this information may result in disqualification of the response.
- 5.6 The successful Offeror must agree to accept the attached form of agreement with only insubstantial modifications (Attachment A).
- 5.7 Types and Limits of Insurance, Including Professional Liability/Errors and Omissions: The following are the minimum limits of coverage. Limits may be higher, depending on project.

5.7.1	Commercial General Liability		\$1,000,000
	General Aggregate including products and completed operations		\$2,000,000
5.7.2	Automobile Liability per person/per accident CSL		\$1,000,000
5.7.3	Worker's Compensation		Statutory Texas
5.7.4	Employer's Liability		
	Bodily Injury by Accident	Each Accident	\$1,000,000
	Bodily Injury by Disease	Each Disease	\$1,000,000
	Bodily Injury by Disease	Policy Limit	\$1,000,000
5.7.5	Professional Liability/Errors & Omission		\$1,000,000

Umbrella insurance applying over and above the listed coverage's of at least \$2,000,000 per occurrence in excess of the required primary coverage.

Prior to contract execution, the contractor shall obtain, at its own cost, and maintain in full force and effect for the duration of the contract, and any extension hereof, adequate insurance coverage as noted above. Offerors selected for contract award are required to submit to the Alamo Colleges District proof of coverage in the above limits within ten (10) calendar days after notification of selection for contract award. Failure to comply with insurance requirements in a timely manner may result in nullification of contract award. Insurance certificates for Joint Ventures must be submitted in the name of the Joint Venture. Certificates from individual firms of the Joint Venture are not acceptable.

- 5.8 Public Information: The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is

requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

- 5.9 Type of Contract: Any contract(s) resulting from this solicitation will be in the form of the Alamo Colleges District Competitive Procurement Services Agreement.
- 5.10 Clarifications and Interpretations: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by Alamo Colleges District as an addendum. All such addenda issued by Alamo Colleges District before the Responses are due are part of the RFQ, and offerors shall acknowledge receipt of and incorporate each addendum in its Response.
- 5.10.1 All questions, inquiries, and requests for clarifications concerning this RFQ must be submitted, in writing, to Karen Gottfried, Alamo Colleges District Purchasing and Contract Administration Department, by email to kgottfried@alamo.edu and/or dst-purchasing@alamo.edu on or before seven (7) calendar days prior to the scheduled deadline for receipt of responses.
- 5.10.2 Offerors shall consider only those clarifications and interpretations that Alamo Colleges District issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements will not be binding on Alamo Colleges District and should not be relied on in preparing a response.
- 5.11 Alamo Colleges District Reservation of Rights: The Alamo Colleges District may evaluate the responses based on the anticipated completion of all or any portion of the Project. Alamo Colleges District reserves the right to reject any and all responses and re-solicit for new responses, or to reject any and all responses and temporarily or permanently abandon the Project. Alamo Colleges District make no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFQ for any project and no such representation is intended or should be construed by the issuance of the RFQ.
- 5.12 Acceptance of Evaluation Methodology: By submitting a response in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) response will require subjective judgments by Alamo Colleges District.
- 5.13 No Reimbursement for Costs: Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFQ shall be at the sole risk and responsibility of the Offeror.
- 5.14 Eligible Offerors: Only qualified and properly licensed individual firms or lawfully formed business organizations may submit responses. Alamo Colleges District will only contract with an individual firm or formal organization that submits a response.
- 5.15 Sales and Use Taxes: The Alamo Community College District (Alamo Colleges District) qualifies for exemption from the Texas Limited Sales, Excise, and Use Tax. Successful Offerors shall be provided a tax exemption certificate upon request.
- 5.16 Certification of State of Texas Margin Tax Status: Offerors must state on the response form whether they owe State of Texas Margin taxes (formerly franchise tax). If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said

tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.

- 5.17 Delinquency in Paying Child Support: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 5.18 Local Government Officer Conflicts Disclosure Statement: In accordance with the HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.19 Communication: 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 of 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.

- 5.20 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.

- 5.21 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 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 proved, upon award of contract.

- 5.22 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.
- 5.23 Certification Regarding Lobbying: Offerors must certify and complete the "Disclosure of Lobbying Activities" certification pursuant to Section 1352, Title 31, United States Code available at <https://www.state.gov/documents/organization/149465.df>.

6.0 SELECTION PROCESS:

- 6.1 The highest ranked offerors may be requested to attend an interview with the Alamo Colleges District selection committee to confirm their responses and answer additional questions. The Alamo Colleges District will then calculate the final ranking in order to identify the most qualified Offeror."
- 6.2 An anticipated selection process timing table appears at Section 4.4 hereof.

6.3 Minimum Qualifications

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

- 6.3.1 Offeror(s) must affirm in writing and include with proposal. Offeror will accept the fee as noted in Section 3.2 of this RFQ.
- 6.3.2 Offeror(s) must affirm in writing and include with proposal. Offeror must have the capacity for providing insurance requirements as required in Section 5.6.
- 6.3.3 Offeror(s) must affirm in writing and include with proposal. Direct Oversight: Offeror must provide a statement with their response that the dedicated personnel with the responsibility for the direct oversight of the construction projects which occur all in Bexar county for the duration of the term is located in San Antonio, Texas.

6.4 Evaluation of Responses

Only those responses meeting the minimum qualifications will be evaluated.

The evaluation of the responses shall be based on the published criteria as shown in Sections 8 of the RFQ. All properly submitted responses will be reviewed, evaluated, and ranked by the Alamo Colleges District selection committee.

Evaluation Table		
SECTION	CRITERIA	POINTS
8.1	Offeror's Statement of Qualifications and Availability to Undertake the Project	20
8.2	Offeror's Ability to Provide Services	20

8.3	Offeror's Performance on Past Representative Projects	25
8.4	Offeror's Knowledge of Best Practices	20
8.5	Offeror's Ability to Identify and Resolve Problems on Past Projects	15
	TOTAL:	100

7.0 **SUBMISSION OF RESPONSES:**

- 7.1 **Deadline and Location:** Signed and sealed responses shall be submitted prior to 2:00 P.M. local time on August 27, 2019. Offeror shall provide one (1) original response; one (1) bound copy; and one (1) electronic copy (preferred format for electronic copy is Word or PDF) and delivered to:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Owner's Representative Services
RFQ No. 19A-021
2222 N. Alamo St.
San Antonio, Texas 78215

The Alamo Colleges District are not responsible for receipt of responses misdirected to locations other than the designated location for receipt of responses.

- 7.2 Responses received will be publicly opened in the Staff Conference Room, Room 100, 1st floor, West Wing, which is directly behind the Reception Desk. Any responses received after the response deadline will be rejected and returned to the Offeror unopened. No responses may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A response may be withdrawn, however and resubmitted any time prior to the time set for receipt of responses. E-mailed or faxed responses will not be accepted.
- 7.3 The Alamo Colleges District will not acknowledge or receive Responses that are delivered by fax or e-mail.
- 7.4 Properly submitted responses will not be returned to Offerors.
- 7.5 Upon submission of a response, you agree to the following:

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 responses.

Alamo Colleges District competitive response procedures are largely mandated by statute and do not permit the renegotiation of responses after the submission deadline has passed. However, should you believe that the Alamo Colleges District have made a calculation error regarding your response after reviewing the limited web-available summary analysis; its Purchasing & Contract Administration Department 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 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 Department in order to be considered. Efforts to contact individual Trustees or Alamo Colleges District' employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

8.0 REQUIREMENTS FOR RESPONSES:

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions formatted as directed in Section 9. Incomplete responses will be considered non-responsive and are subject to rejection. All criteria subsection points will be weighted equally, unless otherwise noted.

8.1 CRITERIA ONE: OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (20 Points)

- 8.1.1 Provide a statement of interest for the project including a narrative describing the Firm's and proposed Project Team's unique qualifications as they pertain to Construction Owner's Representative Services on similar projects to those listed in Attachment B.
- 8.1.2 Provide a statement on the availability and commitment of the Firm, the proposed dedicated Construction Owner's Representative individual, key principals, and professionals to perform Construction Owner's Representative Services for the term presented October 1, 2019 through December 31, 2023 and optional three 1-year extensions.
- 8.1.3 Provide a brief history of the Firm including each individual that makes up the proposed Project Team. Identify number of years each individual has worked and collaborated with the Firm and with each other. Identify core competency, experience, and specific skill sets they will bring to projects listed in Attachment B.
- 8.1.4 Describe the Firm's process to working with Project Management Firms, Architects, Construction Managers, and other firms involved in construction projects and integrating information to ensure continuity of planning, project development, project management, construction management, quality control, and consistency throughout the entire project and/or program.
- 8.1.5 Provide resumes highlighting work history, expertise, and their proposed role for dedicated Construction Owner's Representative individual and other professional members as applicable. Include their specific experience with similar projects, the length of employment with firm, number of years in current role with firm, and number of years in same role with other firms, and their city of residence.

8.2 CRITERIA TWO: OFFEROR'S ABILITY TO PROVIDE SERVICES (20 Points)

- 8.2.1 Provide the following information for Firm:
 - 8.2.1.1. Legal name of the company as registered with the Secretary State of Texas
 - 8.2.1.2. Address of the office that will be providing services
 - 8.2.1.3. Number of years in business
 - 8.2.1.4. Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc.)
 - 8.2.1.5. Major Markets
 - 8.2.1.6. Number of employees by skill group
 - 8.2.1.7. Annual gross and net revenue totals for the past ten (10) years
 - 8.2.1.8. Names of Principals and percentage of ownership
 - 8.2.1.9. Education
 - 8.2.1.10. Professional Activities
 - 8.2.1.11. Honors
 - 8.2.1.12. Experience – Firm and Individual

- 8.2.2 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.2.3 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Alamo Colleges District.
- 8.2.4 Is your company currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.2.5 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Alamo Colleges District employee, officer, or Trustee? If so, please explain.
- 8.2.6 Provide a claims history under professional or liability insurance for the past five (5) years for the Prime Firm and any firm or team members proposed for program management or project management services.

8.3 **CRITERIA THREE: OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**
(25 Points)

- 8.3.1 List a maximum of five (5) projects for which you have provided services that are most comparable to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- 8.3.1.1 Project or Campus name, location, contract delivery method, and description
- 8.3.1.2 Color images (photographic or machine reproductions)
- 8.3.1.3 Total Construction Cost, Final A&E Cost, including additional services
- 8.3.1.4 Project size in gross square feet and/or Campus size in developed acreage
- 8.3.1.5 Type of Buildings, Facilities, and Equipment
- 8.3.1.6 CMR or Prime Contractor(s)/Builder(s) including name of Project Manager (individual responsible to Owner for the overall success of the construction)
- 8.3.1.7 Actual start and finish dates as compared to scheduled start and finish dates
- 8.3.1.8 Description of Construction Owner's Representative services the Firm provided for the project or campus
 - 8.3.1.8.1 Name of Firm's project executive/principal (individual responsible to the Owner for the overall success of the project) and indicate if they are proposed as part of this RFQ Project Team.
- 8.3.1.9 References (for each project listed above, identify the following):
 - 8.3.1.9.1 The Owner's name and representative who served as the day-to-day liaison, including telephone number
 - 8.3.1.9.2 Length of business relationship with the Owner
 - 8.3.1.9.3 References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

- 8.3.2 Identify a maximum of five (5) completed projects, of any type, for which the Firm or

proposed Project Team received an award from a recognized organization and provide descriptive information for each.

8.4 CRITERIA FOUR: OFFEROR'S KNOWLEDGE OF BEST PRACTICES (20 Points)

- 8.4.1 Describe the Firm's construction program monitoring philosophy and methodology.
- 8.4.2 Describe the Firm's quality assurance monitoring process explaining the method used and how the firm identifies quality control risks during a planning, design, and construction of the project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 8.3.
- 8.4.3 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 8.4.4 Describe how the Firm demonstrates the following Construction Owner's Representative qualities that are beneficial to construction program outcomes:
 - 8.4.4.1 Provides visibility through clear communication both written and verbal into the entire CIP activity stream
 - 8.4.4.2 Presents proactive solutions and recommendations, not just issue documentation
 - 8.4.4.3 Provides a clear framework for assessment of project changes
 - 8.4.4.4 Introduces a decision process that aligns with ACD core expectations
 - 8.4.4.5 Understands that good news does not get better with time
 - 8.4.4.6 Has expert early cost and schedule understanding as it relates to alignment with CIP expectations
- 8.4.5 Describe how you plan to monitor to ensure continuity of project objectives and programming starting with pre-planning, conceptual and schematic design, moving through design development and construction documents, and then through construction and final close-out phases to meets the Owner's requirements.

8.5 CRITERIA FIVE: OFFEROR'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS (15 Points)

- 8.5.1 Describe your understanding of the administrative challenges and opportunities associated with providing Construction Owner's Representative services for the Alamo Colleges District and your Project Team's strategies and plans to minimize negatives and elevate positives for projects listed in Attachment B.
- 8.5.2 What do you perceive are the critical issues for projects listed in Attachment B?
- 8.5.3 Describe how your dedicated Construction Owner's Representative will actively identify potential problems and high risk issues before they impact the project for planning, design, and construction phases. Provide details of specific processes used to identify, evaluate, brainstorm and develop countermeasures, work-arounds, and/or alternate plans and solutions.
- 8.5.4 Understanding schedule limitations, describe how you plan to track and communicate high priority items, project issues, risks, corrective measures, options and opportunities in a form that will quickly facilitate the Owner and project team's understanding and decision making.
- 8.5.5 For any combination of three (3) projects listed in proposal to Criteria 8.3, describe a major issue, conflict, or problem. Identify the methods your firm used to resolve including

the ultimate outcome. Specifically describe how your Project Team involved and informed the Owner, users, A/E, CMR, and other parties throughout this process.

9.0 FORMAT OF RESPONSES:

9.1 General Instructions

- 9.1.1 Responses shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Alamo Colleges District' needs.
- 9.1.2 Responses shall be a maximum of sixty (60) printed pages. Margin is to be not less than 0.25 inch and the minimum font size is to be no smaller than 10 point. The cover, table of contents, divider sheets, Execution of Offer, Certification of Non-Collusion, Qualification Statement/Response Certification, and Conflict of Interest Questionnaire do not count as printed pages.
- 9.1.3 Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.
- 9.1.4 Responses and any other information submitted by offerors in response to this RFQ shall become the property of Alamo Colleges District.
- 9.1.5 The Alamo Colleges District will not compensate Offerors for any expenses incurred in Qualification Statement preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Offerors submit Qualification Statements at their own risk and expense.
- 9.1.6 Responses that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by Alamo Colleges District, at its option.
- 9.1.7 The Alamo Colleges District makes no representations of any kind that an award will be made as a result of this RFQ. The Alamo Colleges District reserve the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Alamo Colleges District' best interest.
- 9.1.8 Responses shall consist of answers to questions identified in Section 8 of the RFQ. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer.
- 9.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the response.

9.2 Page Size, Binding, Dividers, and Tabs:

- 9.2.1 Responses shall be printed on standard letter-size (8-1/2"x11") paper.
- 9.2.2 Additional attachments shall NOT be included with the Responses. Only the responses provided by the Offeror to the questions identified in Section 8 of this RFQ will be used by the Alamo Colleges District for evaluation.
- 9.2.3 Separate and identify each criteria response to Section 8 of this RFQ by use of a divider sheet with an integral tab for ready reference.

9.3 Table of Contents: Submittals shall include a "Table of Contents" and give page numbers for each part the RFQ

9.4 Pagination: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

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

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____

11.0 **EXECUTION OF OFFER:**

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

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

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

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

11.3 By signature hereon, Offeror affirms that he has not given, offered to give, does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official of Alamo Colleges District in connection with the submitted Response. Further, Offeror certifies that no relationship, whether by relative, business associate, direct or indirect financial interest, or by any other such kinship exist between Offeror and an employee or elected official of Alamo Colleges District; or Offeror has not been an employee or elected official of Alamo Colleges District within the immediate twelve (12) months prior to the RFQ response. All such disclosures will be subject to administrative review and approval prior to Alamo Colleges District entering into any contract with Offeror.

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

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

11.6 By signature hereon, Offeror represents and warrants that:

- 11.6.1 Offeror is a reputable company, licensed by the State of Texas regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ.
- 11.6.2 Offeror has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.
- 11.6.3 Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 11.6.4 Offeror understands the requirements and specifications set forth in this RFQ.
- 11.6.5 Offeror, if selected by the Alamo Colleges District, will maintain insurance as required by the Contract.
- 11.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Offeror acknowledges that the Alamo Colleges District will rely on such statements, information, and representations in selecting the successful Offeror. If selected by the Alamo Colleges District as the successful Offeror, Offeror will notify the Alamo Colleges District immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.

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

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

11.8 By signature hereon, Offeror certifies as follows:

- 11.8.1 The vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 11.9 By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.
- 11.10 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 11.11 By signature hereon, Offeror agrees to defend, indemnify, and hold harmless Alamo Community College District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Offeror or any agent, employee, subcontractor, or supplier of Offeror in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Offeror's Response.

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

EXECUTION OF OFFER: RFQ No. 19A-021

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

Submitted and Certified By: _____
(Offeror's Name and Title)

Firm Name: _____

Address: _____

Phone/Fax: _____

Email: _____

(Authorized Signature)

(Date)

12.0 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 Response in collusion with any other Offeror, and that the contents of this Response as to prices, terms or conditions of said Response 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 Response."

FILL IN APPLICATION INFORMATION:

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

A Partnership, composed of: _____.

An Individual, operating under the name of: _____

Respectfully Submitted,

(SEAL: If Response is by a Corporation)

By: _____
Signature

Name (Print or Type)

Position with Company

Date: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

13.0 QUALIFICATION STATEMENT/RESPONSE CERTIFICATION:

I certify that _____ has carefully reviewed this RFQ
(Print or type name)

Response and its attachments and agrees to abide by all terms and conditions contained therein. Further, I certify that all statements and documents submitted by my firm are true and accurate and may be verified by the Alamo Community College District. It is recognized that all parts of the submission become the property of the Alamo Colleges District and will not be returned.

Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

14.0 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 person becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1 Name of vendor who has a business relationship with local governmental entity.**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes


☐

No

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

4_____
Signature of vendor doing business with the governmental entity_____
Date

Adopted 8/7/2015

 ALAMO COLLEGES DISTRICT	COMPETITIVE PROCUREMENT SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND <div></div>
---	---

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

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

WHEREAS, Alamo Colleges District Colleges published a competitive procurement solicitation (“Request”), designated to obtain services for College/District Office; and

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

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

1. DEFINED TERMS.

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

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

2. PROJECT OBJECTIVE(S) AND SCOPE.

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

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 District’s written approval and will be invoiced at the then current Contractor service rates.

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

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

6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE WITH APPLICABLE LAW.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel. 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 District's policies, including, without limitation, those relating to financial ethics and accountability. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). In the event that Contractor is added to the Foreign Organization List at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate this Agreement immediately upon receipt and verification of information, by any means, that Contractor has been added to the Foreign Organization List.
9. **INSURANCE.**
 - 9.1 Alamo Colleges District maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.
 - 9.2 Contractor shall obtain at its own cost insurance with coverage of its activities pursuant to this Agreement at the following minimum levels of coverage:

WORKERS' COMPENSATION

STATUTORY

Must include coverage for alternate employers and borrowed servants

EMPLOYER'S LIABILITY

Each Accident (bodily injury)

\$1,000,000.00

Policy Limit (bodily injury by disease)	\$1,000,000.00
Each Employee (bodily injury by disease)	\$1,000,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
BUSINESS AUTOMOBILE LIABILITY	
(if service vehicle operated on property owned or controlled by ACCD)	
Combined Single Limit (bodily injury/property damage)	\$1,000,000.00
Must include all owned, non-owned and hired vehicle	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000.00
POLLUTION ON-SITE LIABILITY (if services present risk)	
Each Occurrence	\$1,000,000.00

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

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

10.1 Alamo Colleges District will pay approved invoices, which must include the purchase order number, date of service, name of college, and a description of 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 District, Alamo Colleges District will pay (“Final Payment”) to Contractor the amount due under the Final Invoice under the terms established by Texas law. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.

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

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

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

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

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 **Data Security and Notification.** Contractor's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District's employees, students, and/or vendors. Contractor agrees to use best practices to maintain data security to prevent identity theft, and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement. Contractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.

13.4 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any request for such permission must be directed to the Alamo Colleges District 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 District with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges District's Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, 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 District. Contractor hereby releases Alamo Colleges District from all liability arising under this Agreement or relating to use of any Alamo Colleges District properties, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES DISTRICT'S NEGLIGENCE, whether contributory, sole, or joint, arising out of or related to this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

13.16 Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District's facilities ("Claims") 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 District from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

13.17 Release of Information. Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees)

associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.

- 13.18 Independent Contractors.** Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.
- 13.19 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 District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images ("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 District. Contractor consents to Alamo Colleges District 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 District 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 District Premises.** Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District's premises on a regular basis. Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing 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 District its compliance with any of its obligations in this Agreement.

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

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

13.24 Prohibition Against Boycotting the State of Israel. Contractor hereby certifies, represents and warrants that neither Contractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.

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

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____

By: _____

Date

Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBITS: Exhibit A - Project Details

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT

1. Exact Legal Name of Contractor: _____
2. Term of Agreement: _____
3. Project Description: _____
4. Alamo Colleges District Representative: _____
5. Maximum Amount Payable to Contractor: _____
6. Project Interim Payment Milestones:

_____	[description of milestone] - \$	_____
_____	[description of milestone] - \$	_____
_____	[description of milestone] - \$	_____

Total: \$ _____

7. Detailed Contractor Deliverables: _____

Contractor agrees to: _____

- a. _____;
- b. _____;
- c. _____;
- d. _____;
- e. _____;
- f. _____; and
- g. _____.

8. Notice Addresses: _____

Notices to Alamo Colleges District:

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

Email: _____@alamo.edu

With Copy to College:

_____ College/District Offices of _____

Email: _____@alamo.edu

Notices to Contractor:

Tel:	
Email:	

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

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:



**ALAMO
COLLEGES
DISTRICT**

**May
2017**

Bond Election

The Alamo Colleges District is planning to hold a May 2017 bond election for \$450 million in order to fund projects at its Northeast Lakeview, Northwest Vista, Palo Alto, San Antonio and St. Philip's Colleges, and across Bexar County. At current property value assessment levels, the issuance of the bond will not cause an increase in the District's tax rate for debt service from the present rate.

1) Renovations

More than 33% of the Alamo Colleges District's facilities, constituting more than 2 million square feet, are more than 25 years old, many more than 50 years old. The bond will provide funds to upgrade infrastructure, redevelop interiors and exteriors and repurpose many of these facilities.

2) New Facilities

The bond will also fund new facilities including Centers of Excellence to address anticipated population growth and the community's educational priorities, which include:

- Expanding training for high demand, high growth business and industry occupations in the region;
- Increasing emphasis on education in science, technology, engineering and mathematics (STEM) fields;
- Supporting our programs with smart classrooms and labs, as well as specialized program spaces; and
- Serving a growing number of students as population growth in our area is anticipated to increase by 1 million residents by 2035.

3) Geographic Expansion

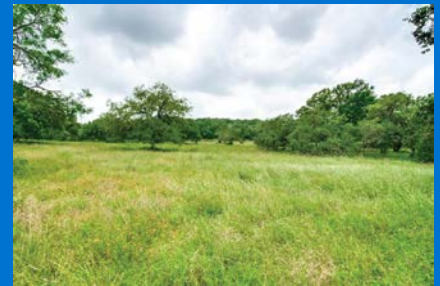
The bond also will provide funding for Regional Centers and expansion of current college facilities to continue to provide educational services to all the communities in our service area. The population in our service area continues to grow, particularly in the north, south and west areas of the city and county. The bond will fund the acquisition of additional land to expand geographic distribution of our Regional Centers in order to make our education and training programs more accessible.

4) Technology Infrastructure

The bond will address the rapid expansion of IT and Technology demand in the learning and student support enrollment area by funding ongoing infrastructure development.



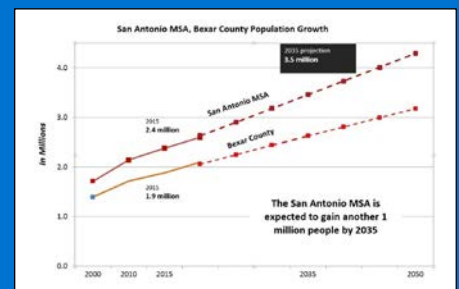
*64-Year Old Bowden Building
St. Philip's College, MLK Campus*



*Land Acquisition for Regional
Center Expansion*



*Technology Infrastructure for
Enhanced Learning*



*Metropolitan Statistical Area Growth
Projection + 1 Million People by 2035*

ATTACHMENT B - 2017 GENERAL OBLIGATION BOND CIP PROJECTS

Northeast Lakeview College		\$42,000,000
Technology Center of Excellence.....	20,000,000	*
Science Building	20,000,000	*
Physical Plant Improvements	2,000,000	
Northwest Vista College		\$69,000,000
STEM Center of Excellence.....	30,000,000	
Parking Garage and Welcome Center	26,000,000	
Cultural Programs Center of Excellence.....	10,000,000	
Physical Plant Improvements	3,000,000	
Palo Alto College		\$66,000,000
Advanced Manufacturing and Public Service Center of Excellence	30,000,000	
Student Engagement & Welcome Center	12,000,000	
Healthcare Technology Center of Excellence	5,000,000	
Natatorium Improvements	5,700,000	
Gym Renovations (Improvements)	8,300,000	
Physical Plant Improvements	3,000,000	
Science Lab Renovations	2,000,000	
San Antonio College & First Responders Academy		\$83,000,000
Finance & Science Center of Excellence.....	14,000,000	
Fletcher Student Success Building Renovation with Main Entry	20,000,000	
Parking Garage and Childcare Center	20,000,000	
Physical Plant Improvements	4,500,000	
McAllister Fine Arts Improvements	4,500,000	
Law Enforcement & First Responders Center of Excellence.....	15,000,000	
Physical Plant	5,000,000	
St. Philip's College & Southwest Campus		\$82,000,000
Culinary Arts Building Center of Excellence.....	30,000,000	
Norris Technical Building Renovations	22,000,000	
Replacement of Bowden Building and Campus Center	10,000,000	
SWC - Welding and Auto Body Facility	20,000,000	
Higher Education Regional Centers		\$69,000,000
Westside Educ. and Training Ctr. (WETC)	23,000,000	
IH 10 NW Educ. and Training Center (NWETC)	23,000,000	
Southside Educ. and Training Center (SETC)	23,000,000	
Safety and Security & Information Technology		\$28,000,000
Redundant Police Dispatch Center	3,000,000	
Information Technology	25,000,000	
Real Estate		\$11,000,000
Property at 281 N. County Line	5,000,000	
Property at Palo Alto College	6,000,000	

Bond Proposal Total Project Costs	\$450,000,000
--	----------------------

* Buildings are expected to be combined and their size may be expanded, funds permitting.