



ALAMO
COLLEGES
DISTRICT

PURCHASE OF STUDENT REFUND & DISBURSEMENT
PROCESSING SYSTEM

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)
CSP-2023-0019

Release Date: September 30, 2022

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

Proposal Deadline: November 1, 2022; 2:00 p.m. CST

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KEY DATES AND INFORMATION

- CSP NAME:** Competitive Sealed Proposal (CSP) for Purchase of Student Refund & Disbursement Processing System
- SUBMITTAL DEADLINE:** November 1, 2022, prior to 2:00 pm CST.
- DELIVERY LOCATION:** Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Student Refund & Disbursement Processing System
CSP-2023-0019
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the CSP will begin upon award and automatically renew upon mutual consent of both parties for one-year periods.
- NOTICE:** All questions related to this CSP are to be directed to Sabina Swank, Senior Purchaser, Purchasing & Contract Administration, via email to sswank5@alamo.edu, with a copy to dst-purchasing@alamo.edu

MINIMUM QUALIFICATIONS

The respondents to this CSP must have the following minimum qualifications. Failure to meet minimum qualifications may be grounds for rejection. Alamo Colleges District reserves the right to reject proposals that fail to include this information with the Offeror's proposal submission.

- a. Offeror(s) must affirm in writing and include supporting documentation with proposal submission: Offer has experience providing student refund and disbursement systems similar to that provided in this CSP.
Yes _____ No _____

- b. Offeror(s) must affirm in writing and include supporting documentation with proposal submission: Offer has the capability to interface with Ellucian Banner and TouchNet systems.
Yes _____ No _____

GENERAL INFORMATION

A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of Student Refund & Disbursement Processing System for the Alamo Colleges District, inclusive of all its individual college locations.

B. Organizational Description (Who We Are)

1. Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the 2018 Malcom Baldrige National Quality Award, the nation's highest honor for performance excellence. Four of the five colleges in the Alamo Colleges District are named in the top 150 of the nation's best community colleges, and Palo Alto College is among the top two in the country. The Alamo Colleges District includes Palo Alto College, Northwest Vista College, San Antonio College, St. Philip's College, and Northeast Lakeview College, along with a number of off-campus locations throughout the San Antonio metropolitan area, serving an eight-county region, with a total enrollment of over 78,000 students.



People recognize the Alamo by its distinctive architectural shape and the role it played in history. As its namesake, the Alamo Colleges District has had its own inspirational impact on society. From our origin as a community college district in 1945 through decades of change and expansion, we have worked to make higher education accessible and affordable. Today, our five colleges fulfill this mission with a vast array of certificates, courses and 2-year degrees. Our credits transfer to four-year universities for those pursuing advanced degrees, and our workforce development and continuing education programs help individuals build new careers and meet the needs of businesses. In short, we empower people and shape futures.

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

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

ACD, a Hispanic-Serving System which includes the nation's only college that is both a Historically Black College and a Hispanic-Serving Institution, is the nation's third largest producer of Hispanic nurses. ACD is also one of Texas' largest providers of online post-secondary

education. A diverse international program brings Central American and other teachers to San Antonio for advanced education while affording students and faculty the opportunity to gain the skills to work in a global economy.

2. The Five Colleges of the Alamo Colleges District



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

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

3. District Support Operations (DSO)

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

4. Off-Campus Sites

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

- St. Philip's College Southwest Campus
- Workforce Center of Excellence

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

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

5. Awards and recognitions

- San Antonio College, Northwest Vista College, Palo Alto College, and St. Philip's College ranked in "The Top 100 Associate Degrees Conferred" by *Diverse Issues of Higher Education*.
- The Aspen Institute named San Antonio College a Top Ten for Community College Excellence.
- St. Philip's College received the Texas Award-Next for Performance Excellence from the Quality Texas Foundation.
- Northeast Lakeview College has received Progress Level Recognition from the Quality Texas Foundation.
- 2020 Ellucian Impact Award recipient, which honors higher education institutions that best harness the power of technology to solve challenges, operate more efficiently and enhance the student experience.
- Honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018).
- One of only four Texas community college institutions to be selected as a finalist for Excelencia in Education's inaugural Seal of Excelencia (May 2019)
- The Aspen Institute College Excellence Program named San Antonio College, Palo Alto College Northwest Vista College, and St. Philip's Colleges, to the list of 150 community colleges eligible to compete for the \$1 million Aspen Prize for Community College Excellence, the nation's signature recognition of high achievement and performance among America's community colleges (November 2019)
- Palo Alto College was a finalist for the 2019 Aspen Prize and was recognized for its strong record of improvement with the Rising Star award, receiving \$100,000.
- St. Philip's College named #9 of the 2019 Best Online Community Colleges in Texas.
- Northeast Lakeview College ranked #12 of the 50 Best Community Colleges in the nation by Learn.org (March 2019).
- San Antonio College ranked one of the top community colleges for Hispanics, by *Hispanic Outlook* magazine (September 2019) for the third consecutive year.

- Hispanic Outlook Magazine named San Antonio College, Northwest Vista College and Palo Alto College as part of the Top 25 Community Colleges in the nation for Hispanic/Latino students (March 2022).
- Four of the Alamo Colleges were named the 2022 Most Promising Places to Work in Community Colleges, by the news magazine Diverse: Issues in Higher Education. Northwest Vista College, Northeast Lakeview College, St. Philip’s College and San Antonio College were each chosen as one of 24 community colleges in the nation (April 2022).
- Alamo Colleges District received national recognition from the American Association of Community Colleges (AACC) by receiving the 2022 Award of Excellence in Student Success (May 2022).

6. Workforce Profile of Alamo Colleges District

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

7. Organizational Structure/Organizational Governance of ACD

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

8. Definition of Terms:

- “Alamo Colleges District,” “District” or “ACCD” refers to the Alamo Community College District.
- “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.
- “Contractor” refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this CSP.
- “Proposal” refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the Agreement.

SECTION 1 SCOPE OF WORK

- A. Scope of Work: The Student Refund System will outsource the delivery of student refunds and disbursements.
- B. Statement of Work: The Alamo Colleges, a multi-campus community college district, desires to engage with a Vendor to provide services and functions of a student refund program. This should be a turnkey system in which the Vendor provides all software, equipment and staffing to support all instances in which a student is eligible to receive a disbursement.

Current Operations: Currently, Alamo Colleges outsources the student refund program. The Offeror's proposed solution will have the desired outcome:

- Increase the percentage of students selecting a refund option other than paper check from approximately 74% to 90% or more within the first year of the contract.
- Provide all customer service to students including but not limited to processing and re-issuing all returned student refunds due to closed bank accounts, invalid addresses, or other reasons.

1. Funds Disbursement

- a) Describe the proposed solution to outsource the delivery of student disbursements. Include the following information at a minimum:
 - 1) How refund/disbursement data is provided to the Vendor.
 - 2) How students are informed of the refund/disbursement process and their options.
 - 3) All refund/disbursement options available to students.
 - 4) Processes to inform students of refund/disbursement, encourage a non-check refund/disbursement option.
 - 5) Describe steps taken, including timelines, for each step from receipt of refund/disbursement file through student receipt of refund/disbursement.
 - 6) For each refund/disbursement option available, identify timing of when students will receive refund/disbursement
- b) The Alamo Colleges requires that the Vendor handle all funds disbursement exceptions, including returned checks and ACH, etc.
- c) The Vendor must notify students of the distribution of financial aid refunds via email, text and through the online system, as requested by students.
- d) The Vendor must maintain all pertinent information in compliance with Title IV cash management regulations, as well as FERPA, Gramm-Leach-Bliley Act and all other applicable Federal regulations. Vendor proposal must provide how this requirement will be met.

2. Student Support

- a) Provide how the transition from the prior refund processor to the new firm will proceed. Provide how students will be required to resubmit current selections/ACH information, and how the Vendor will work with students to alleviate confusion and obtain updated student preference.
- b) The Alamo Colleges District requires a neutral, online process for selecting a refund delivery method.

- c) Please describe the phone, email, and/or web-based customer service support that you offer to students.
- d) Services must be available in English and Spanish to students regardless of refund preference at no cost.
- e) Describe the mobile communications and capabilities available to students.
- f) Describe the notifications provided to students to alert them of refund delivery.
- g) Explain how students can change their refund preference at any time.
- h) The Alamo Colleges requires that the Vendor handle issuance of all refund selection materials to students.
- i) Provide samples of your marketing and educational materials.
- j) Describe the financial specific tools, resources or other information available, including: financial literacy programs or services offered to students as part of the refund disbursement program to assist students with managing their money, and any costs for these services. Services are to be available to all students.
- k) The Alamo Colleges prefers the optional account provided have all of the standard features of a traditional bank account including online bill pay, mobile app, mobile check deposits, etc. Please describe the features of your optional account, including how students can access the funds in the account.
- l) Describe the process and timeline for issuing a replacement card. Cardholders must be able to report a card lost or stolen 24/7/365 via a toll-free number and website.
- m) The Alamo Colleges requires the proposed solution be compatible with the current payment solution, TouchNet, for the automation of data exchange for a seamless student experience.

3. Institution Support

- a) The Alamo Colleges requires a dedicated account manager that acts as a single point of contact.
- b) Describe in detail all customer service functions available to support the program. The Alamo Colleges requires toll-free help desk support specifically for administrators.
- c) Describe the administrative support website associated with the program to include features and functionality are available.
- d) The Vendor must provide on-line training for Alamo Colleges staff, which includes fundamentals of the program and online reporting.

4. Implementation

- a) Please submit a detailed timeline for implementation of your services. Vendor must provide a project plan illustrating major milestones and deliverables. The Alamo Colleges desires for an implementation of ninety days or less.
- b) Describe the roles and functions of the support team that will assist the Alamo Colleges in implementing the program.

5. Technology and Security

- a) The Alamo Colleges requires that all sensitive data be transmitted securely and encrypted using Secure Shell Technology (SSH). Please describe how this requirement will be met.
- b) Please describe your information security policies and infrastructure used to protect student data.

6. Additional Services

- a) Please describe any additional programs or services available.

7. Other

- a) Please describe any other items critical to completion of the services not covered above.

The anticipated date for award of contract is December 2022.

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

A. Terms and Conditions of the CSP:

1. Award of Contract.

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

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

2. Evaluation Criteria.

Only those proposals meeting the minimum qualifications will be evaluated. Responses to the following items will be evaluated in accordance with the criteria in the Evaluation Table.

a) The proposal must contain the response to the requested information, which will serve as the basis for the evaluation. Please be complete and concise in all responses to all required items. Proposals should be submitted in narrative form comprehensively covering all points in Scope of Work and CSP Requirements in the order listed.

1) Alamo Colleges District will consider the following criteria in evaluation of the proposals:

Evaluation Table

<u>Criteria</u>	<u>CSP Reference</u>	<u>Weighting Maximum Points</u>
Purchase Price	Section 3	30
Reputation of the Vendor and of the Vendor's Goods or Services: <ul style="list-style-type: none"> - Any litigation against the firm. - Organizational chart. - References. - Lost Accounts. 	Section 2: A.2.b)2) a. A.2.b)2) b. A.2.b)2) c. A.2.b)2) d.	10
Extent to Which the Goods or Services Meet the District's Needs: <ul style="list-style-type: none"> - Background and experience in providing services. - Meet requirements in the Statement of Work. 	Section 2: A.2.b)3) a. A.2.b)3) b.	60
Total:		100

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

- 3) Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques. Award will be made on a best value basis.
- b) In response to this CSP, please provide information regarding the following matters:
- 1) Purchase Price:
 - a. In reference to Section 3 of the CSP, the Offeror must provide a detailed explanation of how the proposed price(s) were derived for the items listed.
 - 2) Reputation of the Vendor and of the Vendor's Goods or Services:
 - a. List any litigation against your firm which has been adjudicated within the past five years. Provide a brief description of the cause of action and the final outcome.
 - b. Provide an organizational chart, which includes key personnel and indicate the level of professional and service staff assigned to deliver services to Alamo Colleges District.
 - c. Offeror must provide a list of names, address, contact person and phone numbers of at a minimum of three (3) but not more than five (5) client references for which services of a comparable nature, scope and complexity have been provided by your firm. References must be for services performed in the name of the company submitting the Proposal; work performed by employees, subcontractors or representatives while engaged by another company does not qualify as an acceptable reference. Projects for client references should have occurred within the last five (5) years. References (including school districts, higher education institutions, or other political subdivisions) shall be of comparable size to Alamo Colleges District.
 - d. List the clients that the firm has lost over the past three years and indicate the reason.
 - 3) Extent to Which the Goods or Services Meet the District's Needs:
 - a. A brief discussion of your firm's background and experience in providing the requested goods and services for academic institutions.
 - b. Describe how your firm will meet each of the requirements outlined in the Statement of Work.
3. Acknowledgment of Addenda. Any clarifications or interpretations will be issued in written addendum form, and such addenda will be included as part of the Proposal Documents. Offeror shall acknowledge receipt of addenda in the spaces provided in the Proposal form. Only written interpretations or corrections officially issued by an addendum shall be binding.
4. Release of Information. The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Bidder (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as

proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the 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. Insurance. The insurance requirement is enumerated in Section 8.
6. Errors/omissions made in the proposal responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.
7. Written questions must be received at least seven (7) calendar days prior to deadline for proposals. Alamo Colleges District is not responsible for misdirected or undelivered submissions.
8. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal or award of this proposal. Additionally, it is understood that a firm's or individual's giving practices will be of no advantage in consideration of the award of this proposal.
9. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this proposal.
10. Proposals must be valid for one hundred twenty (120) days after closing date for evaluation purposes.
11. Offeror must state on the proposal form whether they owe State of Texas margin taxes (formerly franchise tax).
12. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
13. Alamo Colleges District will not reimburse Offerors responding to this CSP for any expenses incurred in preparing or presenting proposals. Alamo Colleges District reserves the right to retain all proposals and to use any ideas submitted in a proposal regardless of whether the proposal is selected.
14. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the CSP is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by Alamo Colleges District. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.

15. Notification of Criminal History of Contractor. A person or business entity that enters into a contract with Alamo Colleges District must give advance notice to the Alamo Colleges District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

16. Family Code. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.
17. Texas Resident Information. Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.
18. Disclosure of Interest. All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the proposal which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.
19. District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member or College District employee other than authorized Purchasing and Contract Administration Department personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

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

20. The Alamo Colleges District make environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organization in order to be deemed environmentally preferable.

21. When the scope of work on project is estimated to be greater than or equal to \$1,000,000 in value:

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

When the scope of work on project is estimated to be less than \$1,000,000 in value:

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

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

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

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

23. Prices are to be quoted FOB destination (freight prepaid Unit cost must include the cost of profit, freight, packaging, insurance, overhead, etc. No additional charges will be accepted.

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

25. Mission, Vision, and Values: We believe that economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted policy that includes our Vision, Mission, and Values: [Alamo Way](#)

In support of our policy, the purpose of this segment is to enhance recognition by contractors for our efforts. As a valued member in our procurement process, we ask that your company demonstrate their commitment to serving students by becoming actively engaged in recognizing the Alamo Colleges District Mission, Vision, and Values.

26. Business to Business (B2B) Integration: Offerors' order placement process should allow for Business to Business integration with the Alamo Colleges District eProcurement system. Participation in the Alamo Colleges District eProcurement system is at no cost to participants and will enable Alamo Colleges District end-users to easily source and purchase goods and services, electronically, through our online marketplace. Participating vendors will receive orders (via fax or email), invoice and track payment status, electronically, through an online portal. Further details regarding participating in the Alamo Colleges District eProcurement system will be provided, upon award of contract.
27. Civil Rights Act: Alamo Colleges District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

B. Preparation of Proposals:

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

C. Submission of Proposal:

1. Signed and sealed proposals shall be submitted prior to 2:00 pm. Central Standard Time (CST) on November 1, 2022. Offeror must provide one (1) original bound copy and one (1) electronic copy (preferred format for electronic copy is Word or PDF), or Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or delivered to:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Student Refund & Disbursement Processing System
CSP-2023-0019
Reception Desk
2222 N. Alamo St.
San Antonio, TX 78215

Proposals received will be publicly acknowledged in the Staff Conference Room #100, 1st floor, West Wing, which is directly behind the Reception Desk. Any proposals received after the due date and time will be rejected and returned unopened. No proposal may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of proposals. E-mailed or faxed proposals will not be accepted.

2. Proposals should be submitted in narrative form comprehensively covering all points in Scope of Work and CSP Requirements in the order listed.
3. Proposals shall not exceed thirty (30) single sided 8-1/2 x 11 sheets. The following items are not counted in the page limit: front and back cover pages; cover letter (not to exceed two pages); sheet/chapter dividers; resumes, CSP pages requiring execution; and certificate of non-collusion.
4. Each Offeror shall determine whether their current business relationship with the District or an elected official of the District is subject to the requirements of Local Government Code section 176.001 and 176.006. Should the Offeror meet the stated requirements of the referenced legal sections, form CIQ (Section 8) shall be completed and submitted to the Alamo Colleges District in accordance with section 176.006.
5. Upon submission of a response, you agree to the following:

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

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

SECTION 3
PROPOSAL PRICING SCHEDULE

Proposal Pricing of: _____
Offeror Name

Please provide pricing based on the request below. For evaluation purposes, the proposed prices will be used to calculate the annual cost for Student Refund and Disbursement System services. The amounts shown are the Alamo Colleges District’s best estimates for a one-year period. There is no guaranteed amount of purchase. The actual amount paid will depend on the services purchased.

If the price is “\$0.00” or the menu item is “not offered,” it must be stated as such in the corresponding space below. A “blank” or anything other than the format requested in the space below will be considered a “no response.” This information will be used in evaluating the Offeror’s proposal.

Purchase of Student Refund & Disbursement Processing System CSP-2023-0019			
Item #	Description	Quantity	Unit Price
1.	Implementation		\$
2.	Training		\$
3.	Software/hardware licenses		\$
4.	Yearly Maintenance Fees		\$
5.	Price per student refund - ACH		\$
6.	Price per student refund – Other (Please specify)		\$
7.	Price per student refund - Check		\$
8.	Price per returned refund processing		\$
9.,	Other item – add description and lines as needed		\$

The fiscal year (FY2019) prior to the pandemic student refund experience included:

- 80,514 Student Refunds
- 60,683 ACH
- 19,831 Paper Check
- 1,073 Student Refund Returns

SECTION 4
OFFEROR'S CHECKLIST

- A. Have all specifications and features been met? Yes _____ No _____
If no, please explain: _____
- B. Has the Offeror provided a list of names, address, contact person, and phone numbers of a minimum of three (3) but not more than five (5) client references (including school districts, higher education institutions, or other political subdivisions) for which equipment and/or services of a comparable nature, scope and complexity have been provided by your firm? Yes ___ No ___
- C. Has the certificate of non-collusion been signed? Yes _____ No _____
If no, please explain: _____
- D. Does Offeror owe any State of Texas Margin taxes? Yes ___ No ___
If yes, please explain: _____
- E. Is the person submitting this proposal currently more than thirty (30) days delinquent in child support payments? Yes ___ No ___ If yes, please explain:

- F. Location of Principal Place of Business (City/State): _____
- G. If neither bidding company nor the ultimate parent company or majority owner has its principal place of business in Texas, does offeror, ultimate parent company, or majority owner employ at least 500 people in Texas? Yes ___ No ___
- H. Does the Offeror have any information to disclose about past or current relationships that may impact the Offeror's service? Yes ___ No ___
- I. Does the Offeror agree to "hold harmless", defend at its own expense and indemnify Alamo Colleges District against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes _____ No _____
- J. Has one (1) unbound original, thirty (30) bound copies, and one (1) electronic version on flash/thumb drive of the proposal been submitted with Offeror's response? Yes ___ No ___
- K. Does the Offeror meet all specific requirements imposed by federal, state or local laws or rules and regulations? Yes ___ No ___
- L. Offeror agrees to comply with all the stated requirements in this request for proposal. Any exceptions must be stated in the proposal response. Yes ___ No ___
Exceptions: (Use additional pages, if necessary)

- M. Has all requested information in the CSP been addressed? Yes _____ No _____
- N. Has information been provided to substantiate minimum qualifications? Yes ___ No ___
- O. How did Offeror learn about this project?

SECTION 6
PROPOSAL CERTIFICATION

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

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

Signature

Email Address

Printed Name

Telephone Number

Title

Fax Number

Firm / Offeror Name

SECTION 7

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

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

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

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

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

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Section 8
Terms and Conditions of the Contract

	COMPETITIVE PROCUREMENT SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND <hr/>
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges District”) and _ (“Contractor”), collectively sometimes referred to herein as “the Parties.”

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

WHEREAS, Alamo Colleges District Colleges published a competitive procurement solicitation (“Request”), designated CSP 2023-0019 to obtain Student Refund & Disbursement Processing System for the Alamo Colleges District Office; and

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

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

1. DEFINED TERMS.

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

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

2. PROJECT OBJECTIVE(S) AND SCOPE.

The Project objective and scope is defined in **Exhibit A**. The Contractor hereby agrees to furnish the services specified on **Exhibit A**.

3. PROJECT DELIVERABLES.

Contractor’s Project deliverables are set forth in **Exhibit A**. If Contractor employs or acts as booking agent for a particular person who is to perform the services (“Performer”), the name of the person

providing the services must be specified at **Exhibit A. Completion of Exhibit B: Verification of Independent Contractor Status is mandatory if the Contractor is an individual.**

4. **SUPPLEMENTAL DELIVERABLES OR RATE CHANGES.** Additional services resulting from project modifications or changes will be performed at Contractor's discretion with Alamo Colleges District's written approval and will be invoiced at the then-current Contractor service rates.
5. **ACCESS.** The Parties agree to grant one another, their employees and agents assigned to the Project reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.
6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE.**
 - 8.1 **Applicable Law; FERPA.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel.
 - 8.2 **Non-Discrimination.** Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.
 - 8.3 **Licenses, Permits, Taxes and Fees.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

8.4 Covenants Pertaining to Any Contractor Employees Working at Alamo Colleges District

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

8.5 Data Security and Notification.

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

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

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

8.5.3.1 If Contractor's services under the Agreement include cloud-based computing (as defined by Texas Government Code Section 2054.0593, presently by reference to Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology in effect as of January 1, 2015), the effectiveness of the Agreement is conditioned upon Contractor delivering evidence of its certification by the Texas Department of Information Resources pertaining to information security standards for cloud-based computing under what is termed the Texas Risk and Authorization Management Program (TX-RAMP) as addressed by Title 1, Chapter 202, Subchapter B of the Texas

Administrative Code, including, without limitation, Section 202.27 (see also <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>), and agrees to maintain such certification, and conduct its services and processes to continually qualify to maintain such certification, for so long as that may be required.

8.5.3.2 If Contractor's services are not restricted to cloud-based computing, Contractor agrees to meet the security controls stated at <https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx> (or as may be updated at **Exhibit A**) that Alamo Colleges District has determined to be proportionate with its risk under this Agreement based on the sensitivity of such data for this Agreement, risk level control designated at **Exhibit A** if applicable, and to periodically, upon request, provide evidence that Contractor meets such security controls.

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

- 8.6** **Records.** Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such retention period shall extend until final resolution of the dispute. Contractor's "Records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo Colleges District's judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.
- 8.7** **Right to Audit.** Contractor grants Alamo Colleges District, any applicable grantor, or their designees the right to audit, examine or inspect ("Audit"), at Alamo Colleges District's election, all of Contractor's records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges District agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor's Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate workspace necessary to conduct Audits.
- 8.8** **Release of Information.** Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees)

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

- 8.9 Prohibition Against Boycotting the State of Israel.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby certifies, represents and warrants that neither Contractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel, but this requirement shall not be enforced for so long as it may be enjoined by a court of competent jurisdiction.
- 8.10 Prohibition Against Boycotting Energy Companies.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby verifies that is does not presently, nor during the term of this Agreement will it, any of them, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.
- 8.11 Prohibition Against Discriminating Against Firearm Entities or Firearm Trade Associations.** If the value of non-sole-source procurement(s) under this agreement equals or exceeds \$100,000, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined in Texas Government Code Chapter 2274.
- 8.12 Debarment.** Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). Contractor by its signature certifies that Contractor is not debarred from participation in grants or contracts by the U.S. government or the State of Texas, is not indebted to the State of Texas or Alamo Colleges District. In the event that Contractor is added to the Foreign Organization List or becomes debarred from participation in grants or contracts by the U.S. government or the State of Texas at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, of such status.
- 8.13 Policies.** Contractor agrees to abide by all applicable Alamo Colleges District's policies, including, without limitation, those relating to financial ethics, accountability and parking.

- 9. INTELLECTUAL PROPERTY RIGHTS, CONSENTS, LICENSES & ASSIGNMENTS.** If Contractor's services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images, including, without limitation, by Alamo Colleges District ("Consents"). If Contractor services hereunder include developing materials customized for use by Alamo Colleges District, Contractor warrants its full title and right to grant any intellectual property licensed or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party. Contractor consents to Alamo Colleges District making a recording, by whatever means and upon whatever media, of any verbal, audio or video report or presentation made in the performance of the Services ("Recording"). Unless Contractor's services hereunder are limited to those of a speaker or performer, such Recordings may be used for all purposes. If Contractor's services hereunder are

limited to those of a speaker or performer, the Recording may be used by Alamo Colleges District only internally and for no more than 120 days. Unless Contractor's services hereunder are limited to those of a speaker or performer, Contractor grants to Alamo Colleges District a perpetual non-exclusive license to use all (i) Recordings and (ii) materials delivered hereunder in which Contractor or any Employees own or may claim any intellectual property rights, including the right to create derivative works, fully paid by the compensation payable to Contractor hereunder. Notwithstanding the foregoing, Speakers and Performers may further limit the use of Recordings or prohibit recording entirely by limitation added to **Exhibit A**. Notwithstanding the foregoing, Alamo Colleges District may acquire exclusive intellectual property rights by specification at to **Exhibit A**.

10. LIABILITY, RISK AND INSURANCE.

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

10.2 Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District's facilities ("Claims"). Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, **EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTY CLAIMING INDEMNITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THAT PROTECTED PARTY.** Without limiting the generality of the foregoing, Contractor warrants its full title and right to grant any license granted or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party, and does hereby indemnify Alamo Colleges District from and against any liability to third parties claiming intellectual property rights in any material so licensed or otherwise infringed and from any associated costs of any kind whatsoever.

CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges District from any and all Claims arising under this Agreement, **EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY,** with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

10.3 Insurance.

10.3.1 Alamo Colleges District maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.

10.3.2 Contractor shall obtain at its own cost insurance with coverage of its activities pursuant to this Agreement at the following minimum levels of coverage:

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

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

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

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

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

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

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

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

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

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

13. **GENERAL TERMS.**

13.1 **Independent Contractors.** Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.

13.2 **Notices.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit A** and maybe changed by giving 5 business days of notice.

13.3 **Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.

- 13.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 13.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges District's Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, without limitation, epidemic. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement

or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

13.14 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

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

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: _____
Date

By: _____
Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBITS: Exhibit A - Project Details

One page

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT

1. Exact Legal Name of Contractor:
2. Term of Agreement: To begin upon award and automatically renew upon mutual consent of both parties for one-year periods.
3. Project Description: Student Refund & Disbursement Processing System
4. Alamo Colleges District Representative and College/DSO:
5. Maximum Amount Payable to Contractor:
6. Project Interim Payment Milestones:
(description of milestone) - \$
(description of milestone) - \$
(description of milestone) - \$

Total: \$

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

Notices to Alamo Colleges District:

Attention: Finance & Fiscal Services
Alamo Colleges District
2222 N Alamo Street
San Antonio, Texas 78215

Attention: Purchasing & Contract Administration
Alamo Colleges District
2222 N Alamo Street
San Antonio, Texas 78215
Phone: (210) 485-0100
Email: DST-Purchasing@alamo.edu

9. Notices to Contractor:

Tel:
Email:

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

Attention: Accounts Payable
Alamo Colleges District
2222 N Alamo Street
San Antonio, Texas 78215

11. Any location requirements for the Project:
12. Content for Contractor authorized to access, transmit, use, or store data for Alamo Colleges District, if applicable 12.1 Contractor TX-RAMP certification requirement & verification of certification attachment as per 8.5.3.1: yes/no

12.2 Any information technology security level applicable as per section 8.5.3.2 (Security control requirements are posted at <https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx>):

13. Other Requests/Requirements/Conditions/Exclusions: