PURCHASE OF BANKING SERVICES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)
CSP NO. 2024-0051
Release Date: November 30, 2023

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

Proposal Deadline: January 23, 2024, 2:00 p.m.
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KEY DATES AND INFORMATION

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

CLOSURE: The Alamo Colleges District will be closed for Holiday Break December 21, 2023 to January 3, 2024. During this time we will not be responding to any emails or phone call messages.

SUBMITTAL DEADLINE: January 23, 2024, prior to 2:00 pm CST.

QUESTIONS: Written questions must be received by 4:00PM on January 10, 2024 Alamo Colleges District is not responsible for misdirected or undelivered submissions.

PRESENTATION: If selected, presentations will take place on March 1, 2024, at Alamo Colleges’ District Support Offices in San Antonio, Texas.

DELIVERY LOCATION: Alamo Colleges District  Purchasing and Contract Administration  Re: Purchase of Banking Services  CSP # 2024-0051  Reception Desk  2222 N. Alamo St.  San Antonio, Texas 78215

CONTACT TERM: Any contract awarded by the Board of Trustees as a result of the CSP will begin upon award and terminate August 31, 2027, and have two, biennial options to renew upon mutual consent of the contractor and Alamo Colleges District.

NOTICE: All questions related to this CSP are to be directed to Desiree Bernal, Senior Purchaser, via email to: dbernal56@alamo.edu with a copy to dst-purchasing@alamo.edu and tloomis2@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 (ACD) reserves the right to reject Proposals that fail to include this information with the Offeror’s Proposal submission.

Offeror(s) must affirm in writing and include with supporting documentation with qualification statements:

The firm has an office and has the ability to do business with governmental agencies in the State of Texas and can provide evidence of meeting this qualification with its response.

- Yes
- No

This CSP has minimum qualifications that require the Offeror to have selected YES to all of the services in the table below indicating that the Offeror can provide ALL the services identified in Section 1, Scope of Work items B.1 through B.18. Proposals submitted without having responded, YES to ALL minimum requirements identified below, or proposals submitted with a checkbox selected with a NO response or left blank (does not include all the services), may not be evaluated.

Minimum Qualifications:

<table>
<thead>
<tr>
<th>Service Provided by Firm</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Banking Services</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Deposit Services (including vault services and change orders)</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Returned Items (Electronic)</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Cancel Issues in lieu of Stop Payments</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Check Cashing (no fee to employee)</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Remote Deposit Capture</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Automated Investment Sweep</td>
<td>□</td>
<td>□</td>
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<tr>
<td>On-line Account Analysis Downloadable to MS Excel</td>
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<td>□</td>
</tr>
<tr>
<td>Exportable bank statements and prior and current day balances and transactions to PDF and Excel</td>
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<td>□</td>
</tr>
<tr>
<td>Service Provided by Firm</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
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<tr>
<td>Account Reconciliation Services (positive pay, outstanding checks)</td>
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<tr>
<td>Fraud Prevention (Including ACH check and payee positive pay, debit blocking)</td>
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<tr>
<td>Bank Notifications/Alerts (see Section 1B, Item #12)</td>
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<tr>
<td>Investment Safekeeping Services</td>
<td></td>
<td></td>
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<tr>
<td>Tri-Party Collateral Services</td>
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<tr>
<td>Dedicated Customer Service/ Implementation</td>
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<td></td>
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<tr>
<td>Credit/Overdrafts (ACH Credit and Daylight Overdraft)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Administration Institute (BAI) codes available on the balance reporting (Excel format)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you selected “NO” to any of the services listed above, please provide an explanation as to why this the service is not offered. Please explain in detail the alternative service(s) you will provide to accommodate the District’s needs.
GENERAL INFORMATION

A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of Banking Services for Alamo Colleges District.

B. Description of Alamo Colleges District:

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

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

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

Student enrollment for the Spring 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 affirmed the Alamo Colleges District’s general obligation bonds AAA/Aaa credit ratings 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 2019 for the third time and is 1 of 4 CCD’s in Texas holding this award.

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’ website at https://www.alamo.edu/ to learn about Alamo Colleges.
C. Definition of Terms:

1. “Alamo Colleges District,” “District” or “ACD” 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.

D. OVERVIEW

ACD’s Treasury handles all banking, cash management, debt and investment activity. Currently there are 31 bank accounts. Attachment I, “Bank Account Structure”, shows the bank account schematic.

The Master account is central to the bank account structure. In addition to accepting and funding into and out of the Zero Balance Accounts (ZBAs), it is a source for wire and investment activity. An automated sweep investment is also attached to the master account for overnight investment of funds in excess of a target balance.

Deposits are primarily received via Automated Clearing House (ACH) into designated accounts. Some checks are deposited as well, although volumes are low. ACD uses a third-party processor, Touchnet Information Systems, to process student payments made by direct debit (e-check) or credit card. These deposits are made into the Online Payments account. The Touchnet system is also used for remote deposit capture of consumer checks. A separate merchant service processor is used for credit card transactions; this service is not part of this CSP.

Federal grant and financial aid payments to ACD are made into the Grants account, and the Third-Party Accounts Receivable account accepts ACH transactions for accounts receivable. Two stand-alone accounts, Domestic Wires and International Wires, are used to accept miscellaneous wires, typically for student payments.

Coin, currency and checks received over the counter are deposited from the campus and the District offices into one of 9 depository accounts. Checks are deposited via remote deposit capture. ACD contracts separately for armored car/courier services. On average, ACD makes 7 to 11 (ask business office) weekly deposits consisting of plastic sealed bags (provided by the bank) from the campuses. Change orders are used as well.

Wire activity is minimal, occurring only several times per week. Most of the outgoing wires are for debt service, bulk payments to the District’s third-party student refund processor, international payments, and investment purchases (often sending funds to the District’s the Local Government Investment Pool). Incoming wires are typically for cash concentration, investments, and student tuition payments.

The General Disbursement account is typically used for Accounts Payable. Disbursements are made through ACH and checks.

- Approximately $25 million is processed in payables monthly- $625, 000 in wires, $2.5 million in checks and $22 million in ACH. ACH for direct deposit is typically issued 3 times a week, and checks are issued once or twice a week.
- This account also accepts ACH debits for Internal Revenue Service (IRS) and certain state benefit payments.
• E-payable services are not used and are not part of this CSP.
• Controlled disbursement is not used.

The Payroll account funds employee payroll, which is done semi-monthly. Approximately $15 million is processed monthly, of which 99% is direct deposit, with the remainder (approximately $40,000) in checks.

The Alamo Colleges maintains contracts separate from its Banking Service agreement; for its employees to utilize procurement cards, PCards, and fuel cards, and these are not part of this CSP’s requirements.

The Student Refund account disburses financial aid refunds and other types of disbursements to students. Most of this is handled by wire payment to the District’s third-party vendor, Bank Mobile, who provides payment to the student via check or direct deposit. The disbursements in this account are funded during the year, with the majority of the activity coinciding with the beginning of the academic terms, in August and January.
• Throughout the year, excluding the peak months of August and January, $8 million is issued per month through the Student Refund account, of which $7 million is wire funding and $16,000 is in checks.
• During the peak months of August and January, wire funding to totals $23 million and $26 million respectively. The largest single wire last fiscal year (2023) was $19.8 million.

All disbursement accounts utilize payee positive pay. ACH positive pay is used on all accounts, ACH company identifications are pre-authorized in the bank system, and ACD staff is notified of exceptions through alerts and texts.

ACH batch files are sent to the bank, and the files and amounts are confirmed to the bank by ACD via Voice Response Unit (VRU) prior to bank processing. This is used for both ACH deposits and ACH payments. VRU or other phone-based confirmation systems are not required, but it is preferred to have as a backup to the primary online confirmation system.

Full reconciliation services are utilized on the Master account and the disbursement accounts (General, Payroll, and Student Refund) in concert with positive pay. Files are transmitted to ACD for uploading into the enterprise system, Ellucian Banner.

Online cancelling of issues is used in lieu of stop payments.

“Retainage” accounts are established to hold back payments to contractors to assure satisfactory performance on projects. These accounts are interest-bearing and have limited activity. Over the course of a year, accounts may be opened and closed.

All balances in accounts in excess of Federal Deposit Insurance Corporation (FDIC) coverage must be collateralized in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Local Government Code and ACD’s Investment Policy. Collateral requirements are required to be held by a third party.

Non-Sufficient Funds (NSF) checks and returned ACH items are automatically charged/paid against the Auxiliary account. ACH credits that are returned (e.g., Notification of Change (NOC) are charged to the respective disbursing account. A check issued by ACD that is returned (e.g., not on the positive pay file) is charged to the respective disbursing account.

ACH debit blocks are used on most accounts, but ACH positive pay is used on some specific accounts to allow direct debiting for specified items such as tax and benefit payments.
Securities purchased by ACD for operations or from bond proceeds are safekept at the depository bank. All securities are cleared on a Delivery Versus Payment (DVP) basis. Funds for investment are drawn from the Master account, which also receives funds from coupon payments and matured securities. Securities held average $300 million representing approximately 35 holdings.

ACD currently utilizes a bank notification service for various types of banking activities/transactions and considers this a key product of the bank. Notifications are made to the designated employee(s) email address, or to their business or personal phone number (via phone message or text). Notifications are received for the following events:

- Transaction activity (prior and current day) based on rules to notify based on transaction type (BAI code) and text strings
- Incoming wires
- Wire, ACH or account transfers pending approval prior to deadline
- Posting of check positive pay files (including total amount and check sequence)
- Check positive pay exceptions
- Alert on check positive pay pending decision prior to deadline
- Wire payments rejected by bank
- ACH positive pay exceptions
- ACH positive pay authorizations or transactions pending approval prior to deadline
- ACH File Transmittal
- ACH Acknowledgement of File Receipt
- ACH Batch Transfers entered online
- ACH Batch Transfers Released
- ACH Batch Transfers Confirmed
- Payment Templates Entered and Confirmed.
- Investment maturities or coupon payments (from safekeeping services)
- End of day wire activity (provided at next day business open)
- End of Month statement availability
- Investment order confirmation and trade settlements

Balances above a negotiated peg balance in the Master account are automatically swept at the end of day into an approved money fund. Currently this fund is a Treasury-only fund.

ACD pays for banking services by a combination of fees and compensating balances. All accounts including interest-bearing are analyzed and settled into the Master Account.
A. Scope of Work: The Offeror will provide to ACD optimization of banking costs and services and assist in improving operational efficiency. This Competitive Sealed Proposal (CSP), which represents ACD cash management goals, specifies all banking service needs, and the estimated activity of its accounts.

B. Statement of Work:

1. Account Structure

Zero balance accounts (ZBAs) are used for depository and disbursing accounts. The accounts will accept ACH activity. The accounts will automatically sweep into and out of the Master account at end of day. Banking center tellers will be aware that funding is available in the zero balance disbursing accounts from the Master account in check cashing situations.

2. Online Banking

ACD requires web-based, automated cash management services and daily balance reporting. The website should use standard web browsers such as Chrome, Firefox or Microsoft Edge. The site must have a level of security acceptable to ACD such as HTTPS or SSL.

Balance reporting information should be for current day and previous business day and include: ledger balance, collected balance, float, total credits, total debits (including total checks paid), and detail debits and credits, and should allow transaction search capability.

Online services should include:
- Voiding/cancelling checks
- Access to digital, searchable images of cancelled checks (front and back)
- ACH and check positive pay (with payee positive pay) exception reporting and decision input
- ACH initiation
- ACH Batch File confirmation
- Intra-company account transfers
- Wire transfer initiation
- Input into safekeeping system of securities purchases
- Security administration-establishment and maintenance with dual approval for all electronic payment types (i.e., Wires, ACH, internal transfers, etc.), check management (including positive pay) and dual approval within the security administration module.

Online reporting should include:
- Balance reporting, including current and prior day detail transactions & summaries *
- Report showing current and prior day ending account balances *
- Detailed reporting on ACH remittances (must include addenda information)
• Detailed reporting on ACH returns
• Monthly bank statements *
• Month-end listing of paid checks *
• Month-end report of posted items, cancels, voids, paid no issues, reversals *
• Listing of user security access and entitlements *
• Listing of securities held in safekeeping *

* indicates a download is required in MS-Excel or CSV.

Historical retention of bank transactions for research purposes should be available online for a minimum of six months. Image retention of cleared checks and reconciliation reports is required online and for loading into ACD’s imaging system.

The selected bank will provide live training to ACD staff at no cost in person in San Antonio, Texas to the District staff on the use of its online system.

3. Mobile Banking

ACD is exploring the option to perform certain treasury functions via a mobile app or site to be accessed via a smart phone. The site should be designed for a smart phone type device and not a desktop site running on a smart phone. As most mobile banking sites do not or cannot contain the full range of functionality as a full desktop site, below is a list of functionalities preferred:

• Basic Balance and Transaction Review and Search.
• Payment Input (via wire or ACH template)
• Payment Approval (wire and ACH including approval of batch and file transmissions)
• Check Management Approval (positive pay exceptions, cancelled checks, etc.)
• Soft Token Capability (Hard Token as backup)
• IOS and Android compatible

4. Deposit Services

ACD’s Business Offices deposit checks through remote deposit capture. Otherwise, standard commercial deposit services are required. The bank will accept for deposit un-rolled coins which have been separated and counted. The bank will provide change as requested through a change order. The bank will preferably have 90 or more days of deposit information and images online. Bank Supplies (at no charge) includes deposit bags of different sizes, two-ply deposit slips, check stampers and stamps. Supplies should be available in one business day.

ACD Business Offices receive email confirmations of all of the deposits per campus (Deposit Receipt Notification), which includes any discrepancies.

Offeror must have a bank branch located within Bexar County or the residing county for each of the ACD campus locations; see page 24, for locations.

5. Returned Items

The required automatic routing of returned items is outlined in the “Overview”. Deposited checks are to be presented at least two times with the last one accomplished electronically RCK, (Re-presented Check). Complete information must be provided on all NSF returned
items including name and reason for return electronically.

6. Cancelled/Voided Issues

Cancelled issues must be able to be executed and approved online without any follow-up documentation to be sent to the bank.

7. ACH Services

Input for ACH payments (ACH credits and debits) must be done online using stored templates. State child support payments require the ability to update addenda records for each reporting period.

Confirmation of receipt and confirmation of acceptance/processing is required when ACH batch files are sent. If an ACH file is sent but is rejected/not accepted, a notification of failure to process the file is required.

8. Data Transfer (Inbound and Outbound)

Outgoing data feeds to the bank include positive pay and outstanding check file feeds for the 3 disbursing accounts and ACH transactions including direct deposit AP and payroll file feeds. The bank should also have the capability of transmitting check and deposit images via data transfer in a format acceptable to ACD. These images will be automatically imported to the Banner document management system. The bank should have the capability of accepting these data feeds in industry standard formats; ACH will be in National Automated Clearing House Association (NACHA) format. ACD’s preferred method of data transfer is Secured File Transfer Protocol (SFTP). The bank should be able to accept files at any time and provide the District with cut-off times for processing files. The bank should also be able to accept multiple feeds throughout the day.

The transfer facility should have the capability to be automated and not require interactive establishment of a communication session. It should also support 128-bit data encryption for both the authentication transaction and the data transfer. The bank should indicate if any software is required to support the data transfer, the cost, and who must purchase the software.

9. Wire Services

Most of the wire activity is domestic, with some international. The bank must have the ability to send and receive funds in Foreign Currency and subsequently convert to United States Dollars (USD). ACD requires that USD wires be released the same business day if information is provided by the established deadline. Wires will be made online, but there must be a backup process at the bank in case the online service is not available, such as wire PIN or phone authentication.

10. Account Reconciliation/Account Statements

ACD requires full reconciliation reporting and services on its disbursing accounts to include monthly issues, posted items, cancels, reversals and paid no issue. Additionally, the bank will provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle. Reconciliation reports and bank statements should be available no later than 3 business days after the calendar month end in PDF, text or MS-Excel / CSV formats. Statements and reconciliation reports must be available online and downloadable for six months; thereafter these should be available on CD or another
online archive. Images of deposited items must be searchable.

The following information will be included on monthly statements:

- Detail on all debit and credit transactions by accounts and location.
- Summary daily total of cleared checks.
- Full wire and ACH trailer information.
- Deposit information—sequence # and total dollars.

11. Fraud Prevention

Positive Pay:

ACD requires payee positive pay on all disbursement accounts. All checks, including those received OTC by the bank's tellers at banking centers, must be matched to the positive pay file prior to payment. Payment verification criteria will be date, check number, amount, and payee name. The bank should be able to process the positive pay feeds at any time and to make that information available within the bank at the branch and teller level within one (1) hour after confirmed receipt by the bank. Decisioning for exception items should be able to be made online with dual approval by ACD.

Other:

ACD requires ACH debit blocking capabilities on its accounts, either through complete ACH debit blocks or with the ability to identify only those ACH debits allowed by ACH Company ID and with dollar ranges on certain accounts (“ACH Positive Pay”). Decisioning for exception items should be able to be made online by ACD with dual approval. Further fraud protection features are required that prevent checks from being presented for payment (“post no checks”) on accounts that do not have check issuance.

Options for dual approval will be available for all transactions regarding funds transfer (wires, ACH credits, intra-account transfers).

12. Bank Notifications

ACD requires timely notifications from the bank as shown below. This can be in the form of an email, text message or a combination. These notifications provide basic or summary information on the transaction and should be able to be sent to multiple people.

Required Notifications:

- Transaction activity (prior and current day) based on rules to notify based on transaction type (BAI code) and text strings.
- Acknowledgement that the check positive pay file has been received/posted within an hour of receipt by the bank. This will include check sequence, total issue and voided item counts and amounts.
- Reminder from the bank if decisioning on a positive pay exception item (check or ACH) has not been submitted prior to the cutoff.
- If a decision by ACD has not been provided by cutoff, then the item is declined.
- Acknowledgment of an ACH file received and is in process at the bank.
- Notification that an unmatched ACH file is pending processing (if additional authorization is
required).

- Incoming wire notification.
- Posting of check issues and voids (next day after file is received by bank).
- Wire approvals
- Statement availability

13. Safekeeping Services

The bank will provide safekeeping services for securities owned by ACD, regardless of brokerage used. The bank will not utilize a correspondent bank for safekeeping of ACD securities. All securities must be cleared on a delivery versus payment (DVP) basis and ownership documented within an online system. All principal and interest payments, coupon payments, and maturities must receive same-day collected credit.

14. Collateral Requirements

The bank must provide collateral per the Public Funds Collateral Act, Chapter 2257, Texas Local Government Code. Authorized collateral, as defined below, must be pledged against the total of all deposits, net of FDIC Insurance.

The securities pledged shall be held in safekeeping at an independent financial institution acceptable to both the ACD and the bank. The tri-party agreement must clearly state that the custodian is instructed to release the collateralized securities to ACD if it has been determined that the bank has failed to pay on any accounts.

All time and demand deposits above FDIC coverage shall be collateralized as shown below. The bank shall continuously monitor and maintain collateral at the contracted margin levels. If pooled collateral is proposed, please indicate the reasons this would be used.

Pledged collateral information should be available to the ACD online each day.

Requested collateral and requested margin levels:

- Obligations of the US Treasury at 105%
- Obligations of US Government at 105%
- Municipal Bonds with minimum credit rating of AA at 110%
- Agency Mortgage-Backed Pass-Through at 115%

Collateral information available online should include:

- Type / Description
- Committee on Uniform Securities Identification Procedures (CUSIP)
- Par Value
- Market Value
- Maturity Date
15. Customer Service /Implementation

To ensure smooth implementation and continuation of services, a specific Treasury Management Officer (TMO) and a back-up must be assigned to ACD’s account to coordinate services and expedite the solution of any problem encountered. This officer should be available to meet with ACD on banking matters as needed and at a minimum semi-annually. Additionally, ACD requires a single service point of contact (Dedicated Service Advisor and backup) that will be readily available and technically capable of responding to service problems. In addition, a dedicated implementation specialist must be assigned during the implementation phase of the project.

16. Credit/Overdrafts

In the event that a check is presented for payment where there are insufficient funds, the bank will promptly notify ACD and provide a period not to exceed one business day to respond and correct the condition.

ACD may negotiate an ACH credit facility to accommodate the peak times in August and January during which larger ACH files are sent.

In the event ACD elects to establish a daylight overdraft facility at the bank, it should minimally be in the amount of $20 million.

Annual financial statements are available on ACD website, as below: https://www.alamo.edu/about-us/compliance/financial-information/

17. Account Analysis

Monthly account analysis reports will be provided for each account and on a consolidated (Group) basis. All accounts will be aggregated for fee purposes, and a single charge will be made against the Master account for amount due in excess of compensating balances. A complete account analysis will be required monthly, available online with the ability to download into MS Excel. ACD will receive a premium Earnings Credit Rate (ECR).

18. Financial Strength

Offerors’ bank must provide the District with
1) The most recent audited annual comprehensive financial report;
2) The most recent rating from an independent rating agency such as Veribanc, or comparable bank rating agency. As an alternative, supply the most recent senior and subordinate debt ratings and outlook of the holding company.
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 (ACD) on the basis of the published evaluation criteria, and not solely based on the purchase price. ACD 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 ACD. If selected, presentations will take place on March 1, 2024 (subject to change), at Alamo Colleges – District ACCESS Building in San Antonio, Texas.


Only those proposals meeting the minimum qualifications will be evaluated. Responses to the following items will be evaluated in accordance with specifications and requirements of the CSP as indicated in the criteria in the Evaluation Table.

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. Respond to each item separately, beginning each response with the question asked.
ACD will consider the following criteria in evaluation of the proposals. Evaluation Table

<table>
<thead>
<tr>
<th>Criteria</th>
<th>CSP Reference</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>Purchase Price</td>
<td>Section 3 Pro-forma excel attachment</td>
<td>30</td>
</tr>
<tr>
<td>Extent to Which the Goods or Services Meet the District’s Needs:</td>
<td>Section 2</td>
<td>70</td>
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<tr>
<td>- Background and experience in providing services; references.</td>
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<td>- Meet requirements in the scope of services</td>
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<td>- Account Structure</td>
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<td>- Online Banking</td>
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<td>- Mobile Banking</td>
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<td>- Deposit Services</td>
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<td>- Returned Items</td>
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<td>- Cancel Issues</td>
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<td>- ACH Services</td>
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<td>- Data Transfer</td>
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<td>- Wire Services</td>
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<td>- Account Reconciliation/Account Statements</td>
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<td>- Fraud Prevention</td>
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<td>- Bank Notifications</td>
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<td>- Collateral Services</td>
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<tr>
<td>- Customer Service/Implementation</td>
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<tr>
<td>- Credit/Overdrafts</td>
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<tr>
<td>- Financial Strength</td>
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<tr>
<td>- Account Analysis</td>
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<tr>
<td>- Other</td>
<td></td>
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<tr>
<td><strong>Total:</strong></td>
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<td>100</td>
</tr>
</tbody>
</table>

1) ACD 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 ACD. ACD also reserves the right to contact references other than or in addition to those furnished by a respondent.

2) ACD 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 complete the Pro Forma Banking Fees spreadsheet with its proposal submission.

2) 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. 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.

b) Account Structure
   1. What account type recommendation do you have for the interest-bearing Retainage accounts?
   2. Please provide a history of earnings in the recommended type of account by month beginning January 2023 to present.

c) Online Banking
   1. Which of the services listed below are available?
      • Input of DVP settlement information to Safekeeping
      • Daily deposit report totaled by month *
      • ACH and wire initiation
         Access to digital, searchable images of deposited items
      • Daily report of posted items, cancels, voids, paid no-issues, reversals *
      • Returned item information, image, or occurrence of deposited items: Certain types of transactions posted to selected accounts (adhoc reports) when they occur (current or previous day reporting). Examples shown below:
         ➢ Report of return checks for follow-up purposes.
      • Report of certain receipts posted to an account containing specific text information
      • Access to ABA lookup and SWIFT bank lookup information
      • Other services available

   * Indicates a download is needed in Microsoft-Excel or CSV format.

   2. For detailed reporting on ACH returns which of the following can be included: originating date, payee name, amount, routing #, bank account #, and the reason for return
   3. Is scheduling (and delivery via email or SFTP) of reports available?
   4. Are reports customizable? If so, describe.
   5. Are Bank Administration Institute (BAI) codes available on the balance reporting?
6. Provide the history retention/archiving schedules for check images and account transaction information.

7. What is the bank’s back-up process to provide balance reporting and transactions in case of bank’s system non-availability?

8. How many hours have the bank’s system been unavailable during regular business hours in the last six months?

9. Describe the security protocol for online services. Is this maintained by the bank or the customer? How is authentication and authorization provided? Is there reporting available to show user access permissions?

10. Is there a separate or supplemental security feature for funds transfer and approvals (e.g., additional password, physical token, soft token)? If so, please describe.

11. What are the hours of available technical support? Where is the technical support located? How is support provided? Please indicate the time zone.

12. Explain your user IDs and password protocol. What are the minimum password requirements?

13. Describe or provide an example of all returned item reporting options.

14. Is there a limit on the number of users who can be authorized to access the online system?

15. Are there limits on how many users from one customer can be on the system at the same time?

d) Mobile Banking

1. Provide details on the available services listed below.
   - Basic Balance and Transaction Review and Search.
   - Payment Input (via wire or ACH template)
   - Electronic Payment Submission & Approvals (wire and ACH including approval of batch and file transmissions)
   - Check Management Approval (positive pay exceptions, cancelled checks, etc.)
   - Soft Token Capability (Hard Token as backup)
   - IOS and Android compatible

e) Deposit Services

1. What is the bank’s daily cut-off time to assure same day ledger credit for a commercial deposit?

2. When are credit/debit advices sent to the customer from the deposit locations? How are these advices sent? Is email or online delivery available?

3. What types of deposit bags are used/required? Do you supply them?

4. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?

5. Please complete the table below by indicating the firm’s branch location for each of the ACD campus (must be within Bexar County or the residing county for each campus):
| Alamo College Campus/Office Location: | Nearest Bank Branch Location  
(complete each field below): |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Alamo Colleges District</td>
<td></td>
</tr>
<tr>
<td>2222 N Alamo Street</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78215</td>
<td></td>
</tr>
<tr>
<td>San Antonio College (Vault Services Required)</td>
<td></td>
</tr>
<tr>
<td>1819 N. Main Ave.</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78212</td>
<td></td>
</tr>
<tr>
<td>St. Philip’s College (Vault Services Required)</td>
<td></td>
</tr>
<tr>
<td>1801 Martin Luther King Drive</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78203</td>
<td></td>
</tr>
<tr>
<td>St. Philip’s College SW Campus</td>
<td></td>
</tr>
<tr>
<td>800 Quintana Rd.</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78211</td>
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<tr>
<td>Palo Alto College (Vault Services Required)</td>
<td></td>
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<tr>
<td>1400 W. Villaret Blvd.</td>
<td></td>
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<tr>
<td>San Antonio, TX 78224</td>
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<tr>
<td>Northwest Vista College (Vault Services Required)</td>
<td></td>
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<tr>
<td>3535 N. Ellison Drive</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78251</td>
<td></td>
</tr>
<tr>
<td>Northeast Lakeview College (Vault Services Required)</td>
<td></td>
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<tr>
<td>1201 Kitty Hawk Rd.</td>
<td></td>
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<tr>
<td>Universal City, TX 78148</td>
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<tr>
<td>Greater Kerrville Center</td>
<td></td>
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<tr>
<td>1012 Barnett St.</td>
<td></td>
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<tr>
<td>Kerrville, TX 78028</td>
<td></td>
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<tr>
<td>Central Texas Technology Center</td>
<td></td>
</tr>
<tr>
<td>2189 FM 758</td>
<td></td>
</tr>
<tr>
<td>New Braunfels, TX 78130</td>
<td></td>
</tr>
</tbody>
</table>

6. How much advance notice is required on coin and currency orders? Can orders be placed online? What is the turn-around on orders? What are the deadlines?

7. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decision? What settlement process is followed? What reports are provided?

8. Is there a report of daily deposits by month end for all locations available online? How much history is available online?

9. Are online copies of deposited check images available? If so, for what
period of time?

10. What are the parameters available to perform searches on deposited checks on CDs and for downloading to ACD’s image system? (Amount, check #, routing #, account #, etc.)

11. Describe the Remote Deposit Capture (RDC) or similar service provided by the bank. What equipment is provided and at what (if any) cost?

12. Please indicate if your firm allows daylight overdraft and if a fee is assessed.

f) Returned Items
   1) How many times can a returned item be re-presented?

g) Cancelled Issues
   1. What is the deadline for same day action on cancel issues?
   2. What is the timing of when a check is cancelled online and posted at the bank? How soon is this information available on the teller screens?

h) Check Cashing
   1. What is the procedure if the bank was notified by ACD that a single or series of checks had been released prior to the positive pay file being sent?

i) ACH Services
   1. Describe the batch transmission requirements for ACH transactions. State data transfer alternatives, if any.
   2. Describe the transmission alternatives for individual ACH transactions.
   3. What is the deadline for submitting and confirming ACH files? Please provide detail.
   4. Indicate if same-day ACH services are offered.
   5. Do you have the ability to upload ACH details using imported external files? If so, what file types can be used (delimited, fixed length)?
   6. How is the confirmation notification sent to ACD? Is this info sent by the account debited or are all account notifications shown under one specified account?
   7. Is ACD required to perform any supplemental confirmation of ACH credit and debit file transmission prior to the bank processing (e.g., phone, online or both)? If so, how is this done? What is the time period when the bank will notify ACD that the confirmation has not been done?
   8. State the availability policy for debit and credit ACH transactions. Is the account debited when the transaction is initiated or on settlement?
   9. How many days can the bank warehouse the ACH file information?
   10. Describe the controls and security levels for ACH transactions. Who authorizes and maintains those security levels?
   11. Describe the process and controls that are available to prevent the transmission of a duplicate file for ACH transactions. How would ACD
receive the notification of duplicate file transmissions?

12. Can the bank accept NACHA formatted ACH batch files and are they required to be balanced or unbalanced?

13. What kind of standard types of templates are available? (For example, child support payments).

j) Data Transfer

1. What are your file transmission options?

2. Can your bank provide ACD with electronic images of cleared and deposited checks for subsequent entry to the Banner Document Management System (BDMS)? For bulk images, the format should preferably be a metadata file in pipe delimited format. What other reports/statements can be provided via these means?

3. Provide formats for positive pay file transmissions, and the format to send the paid item files to ACD.

4. Provide any transmission interface requirements such as software or other components.

5. Are there notifications on duplicate files received? How will the bank ensure that duplicate files are not processed? Is there a charge for deleting duplicate incoming ACH files?

k) Wire Services

1. What is the back-up process to initiate a wire if the online service is not available?

2. Can the status of an outgoing wire be monitored online?

3. Can repetitive templates be created and stored?

4. Is future dating of wires and transfers available? How far in advance?

5. State wire access, posting, and cut-off times for both USD and Foreign currency wires.

6. What is the procedure for currency conversion, if necessary, for incoming and outgoing wires? Is there a charge for this?

l) Account Reconciliation/Account Statements

1. When are these reports available after the end of the month?

2. What services are available if ACD moves to daily reconciliation of transactions? What would be the requirements for ACD?

3. Provide a sample monthly statement.

4. What are the options for ACD to be notified when statements are available? Email, text, etc.?

5. What details can be provided on deposit information besides sequence number and total dollar amount?

6. Provide an example of the details provided on statements for returned ACH’s.

7. Is an ad-hoc download and/or monthly listing of outstanding & cleared checks available, if so, can it be in Excel format? Can this information be provided online to ACD or is it only available upon special request? Can
this file be in a format compatible with Banner finance, used to update the check status?

m) Fraud Prevention

1. When is the deadline for positive pay file transmission; how often is it updated?
2. What is the deadline for decisioning a positive pay item?
3. What is the character limit for a payee line for positive pay?
4. What is the bank’s policy regarding an individual attempting to cash a check that is not listed on the teller system?
5. Does the bank review exception errors for possible repair before creating an exception item?
6. What proactive steps does the bank take to help clients avoid fraud?

n) Bank Notifications

1. Complete the table indicating the notifications available, the options to receive, and the timing of the notification and if notification can be sent to multiple receivers. Provide a sample of common notifications.

<table>
<thead>
<tr>
<th>Notification</th>
<th>Transmitted by</th>
<th>Timing</th>
<th>Multiple?</th>
</tr>
</thead>
<tbody>
<tr>
<td>List the types of notifications available (e.g., incoming wires, positive pay exceptions etc.)</td>
<td>Email alerts, live phone call, fax, voice message, text message (list all that apply)</td>
<td>How long after the event does the notification occur? (e.g., 30 minutes, 1 hour)</td>
<td>Can multiple people receive the same notification? Can the notification methods vary (e.g., one receives a text and the other receives an email)?</td>
</tr>
</tbody>
</table>

o) Safekeeping Services

1. Describe bank safekeeping arrangements proposed and associated fees.
2. How is trade information for DVP settlement communicated to the bank?
3. What is the deadline for settlement instructions for a cash (same day) settlement?
4. Are late instructions accepted? Is there any charge incurred for late instructions?
5. How are discrepancies handled- is the broker contacted or the customer?
6. How far in advance can instructions be received and warehoused for a future settlement?
7. Can a report be generated listing all transactions for a specified period?
8. Is there an established data feed for transaction and position data between your bank and Clearwater Analytics? If so, what is the process for initiating that data feed. If not, can this be established prior to implementation/conversion? Are there any additional costs associated with this data feed? How long is information retained online?
9. What is the source for pricing/market value data and how often are
prices/values updated?

p) Collateral Services

1. Please identify the proposed 3rd party custodian as well as any related fees.
2. Is there a maximum amount of collateral the bank can provide?
3. Does the bank propose any collateral charges? If so, under what conditions are they charged and how is the charge applied?
4. How long is collateral information available online?
5. Please describe how collateral will be positioned each day (i.e. are collateral balances fixed or adjusted automatically based on opening/closing balances?) How is the amount of collateral calculated?
6. What are the cut-off times for increasing collateral? What is the process for requesting an increase in collateral? What confirmations/notifications are sent for collateral increase requests?
7. Please provide the sample collateral agreement for review.

q) Customer Service/Implementation

1. Outline the client support structure to be provided to ACD. If customer support is provided by multiple areas, please indicate the services covered by each, including names and titles and locations.
2. Provide the professional biography for the proposed TMO and back-up.
3. What are the hours of the customer service unit assigned to ACD?
4. What is the bank’s commitment for responses to routine service inquiries or requests? If the item is a priority?
5. How are technical or operational problems with the online system handled?
6. Will ACD have a designated implementation officer for the initial set up and for subsequent service changes?
7. Will there be an assigned service representative? Please provide name(s), location, and contact information.
8. Should the banking services move from the incumbent bank, who at the bank will responsible and coordinate this transition? What will be the requirements and resources needed from ACD? Please provide a timeline for the implementation of services- include estimated time for contact negotiation, documentation and IT testing.

r) Credit/Overdrafts

1. State the bank’s policy regarding account and total account overdraft policy and detail rates and fees, if any, to be charged on a per event or per account basis.
2. Are all accounts aggregated for overdraft calculation purposes or do accounts stand alone?
3. State the fee charged per overdraft occurrence.
4. What would be the cost for the bank to establish a daylight overdraft facility? Would there be any compliance reporting requirement from ACD?

5. What occurs if Alamo College’ daylight overdraft or ACH credit limit is anticipated to be or is exceeded?

s) Financial Strength

1. Provide the bank’s most recent rating from an independent rating agency such as Veribanc, or comparable bank rating agency. As an alternative, supply the most recent senior and subordinate debt ratings and outlook of the holding company.

2. Provide a summary of the institution’s business continuation plans as they would pertain to ACD’s ability to perform normal banking functions during bank operation disruptions.

t) Account Analysis

1. To what is the ECR pegged that ACD would receive?


3. Is there a fee or other assessment for FDIC insurance? If so, how is it calculated?

4. How often is the account settled (monthly, quarterly)?

u) Sweep Investment

ACD may consider the use of an end of day sweep account for overnight investment of funds in excess of a target balance in the Master account. This will be done automatically on end of day balances and will be in excess of a target balance as determined by ACD and the bank. This sweep investment account must comply with the Public Funds Investment Act (Chapter 226 of the Texas Government Code) and the District’s Investment Policy. The Investment Policy may be found on Alamo College’s website: https://www.alamo.edu/about-us/compliance/financial-information/

1. What sweep investment options would be recommended for ACD?

2. Please provide the rates on the sweep options(s) January 2023, net of investment fees. To what is the rate pegged?

3. Are there 12b-1/administrative fees the bank receives from the funds? Describe how sweep activity will be reported on a daily basis on the balance reports (i.e., would daily activity reports show balance amounts being swept in and out of the accounts?).

v) Other

1. Are there any new banking services planned which may impact ACD? When are these anticipated to be available?

2. What educational opportunities have you offered to your government clients over the past year on topics related to banking/cash management- either through webinars, or live training? Are these CTP or CPE eligible? Are there any fees for this?

3. Does the bank provide process review improvement consulting services? If
so, what is the cost? Please indicate other governmental entities that have utilized this service.

4. Does the bank offer a treasury workstation system (TMS)? Please provide a product guide or white paper describing its capabilities.

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 by 4:00PM on December 13, 2019. 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.

20. 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.

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

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

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

   The Services provided under this Agreement shall enhance the quality of life on the campus. The contractor shall perform in such a way as to contribute to the prestige of the Alamo Colleges District by providing a solid business operation. Service delivery must gradually evolve (and not remain static) in order to continue to be successful. As a result, receptivity to new ideas should be demonstrated by the contractor’s staff and proposed to 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, a breakdown of estimated cost, and suggested schedule of when work should be started and completed.

24. Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired. Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit Alamo Colleges District to determine the item's suitability and compliance with proposal specifications. Alamo Colleges District shall be the sole judge of equality and suitability of comparable items.

25. Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of the Alamo Colleges District.

26. If requested by Alamo Colleges District, Offeror shall provide product samples, demonstrations, and/or testing of items proposal to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of the Alamo Colleges District request. Failure to comply with the Alamo Colleges District request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of the Alamo Colleges District at no cost to the Alamo Colleges District. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

27. Prices are to be quoted FOB destination (freight prepaid). There is not a loading dock or dock ramp at this location. Unit cost must include the cost of profit, freight, packaging, insurance, overhead, etc. No additional charges will be accepted.

28. 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: https://www.ethics.state.tx.us/filinginfo/1295/

29. 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.

30. 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.

31. 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.

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 January 16, 2024. Offeror must provide one (1) original, nine (9) bound copies 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 Banking Services
   CSP # 2024-0051
   Reception Desk
   2222 N. Alamo St.
   San Antonio, TX 78215

   Proposals received will be publicly acknowledged in 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 one hundred (100) single sided 8-1/2 x 11 sheets. The following items
are not counted in the page limit: front and back cover pages; cover letter (not to exceed two
pages); sheet/chapter dividers; resumes, CSP pages requiring execution; and certificate of non-
collusion.

4. Each Offeror shall determine whether their current business relationship with the District or an
elected official of the District is subject to the requirements of Local Government Code section
176.001 and 176.006. Should the Offeror meet the stated requirements of the referenced legal
sections, form CIQ (Section 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 requested format below. For evaluation purposes, the proposed prices will be used to calculate the annual cost for Banking Services. The amounts shown are Alamo Colleges District 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 provided, and all “$0.00” must be explained, i.e.: “no charge” or “service not available”. 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 Offerors’ proposal.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
</tr>
</thead>
</table>

For this Section an Excel Spread sheet has been included with the CSP as separate attachment titled “Pro Forma Banking Fees.” This form includes all necessary fees requested for this CSP and allows for the Offeror the option to include other fees related to each category item. This spreadsheet has been locked for editing with the exception for the “other” category items. The only item that must be completed and can be entered is the column entitled “Firm’s Per Unit Cost of Service.” The extended total will be calculated by Alamo Colleges.

The spreadsheet provided for use in this section must be returned with the Offerors proposal submission in both hard copy and electronic format on thumb/flash drive.
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, nine (9) 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 5
CERTIFICATION OF NON-COLLUSION

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

FILL IN APPLICATION INFORMATION:

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

A Partnership, composed of: __________________________________________

An Individual, operating under the name of: ____________________________

Respectfully Submitted,

(SEAL: If Proposal is by a Corporation)

By: __________________________________________

Signature

________________________________________

Name (Print or Type)

________________________________________

Position with Company

________________________________________

Offeror Name

________________________________________

Street Address

________________________________________

Date ____________________________

City, ____________________________

State ____________________________

Zip ____________________________

________________________________________

Phone No. ____________________________

Fax No. ____________________________

E-mail Address ____________________________
SECTION 6
PROPOSAL CERTIFICATION

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

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

_________________________________________  ______________________________________
Signature                                      Email Address

_________________________________________  ______________________________________
Printed Name                                  Telephone Number

_________________________________________  ______________________________________
Title                                         Fax Number

_________________________________________
Firm / Offeror Name


CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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 _ 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. 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](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 it 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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Level of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Must include coverage for alternate employers and borrowed servants</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident (bodily injury)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Policy Limit (bodily injury by disease)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Employee (bodily injury by disease)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Commercial Liability</td>
<td></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence (bodily injury/property damage)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence (personal injury/advertising injury)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence (Damage to Premises Rented to You)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>All coverage must be primary and non-contributory</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability (if service vehicle operated on property owned or controlled by ACD)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Combined Single Limit (bodily injury/property damage)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Must include all owned, non-owned and hired vehicle</td>
<td></td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Pollution On-Site Liability (if services present risk)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>“Professional Liability (Errors &amp; Omissions) (if services present risk)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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:**

By: ____________________________

Date

Print Name: ____________________________

Title: ____________________________

**CONTRACTOR:**

By: ____________________________

Date

Print Name: ____________________________

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 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:  
   (College or DSO)
   
   Email: @alamo.edu
   
   Attention:  
   (College or DSO)
   
   Email: @alamo.edu

9. Notices to Contractor:
   
   Tel:
   Email:

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

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/933c81083ff9406bbce395b87047e0c2.aspx):  

13. Other Requests/Requirements/Conditions/Exclusions:
APPENDIX A
INTERNESHIP PROGRAM PARAMETERS

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

A. **Role of the Employer**

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

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

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

C. **Key Internship Features**

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

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