



ALAMO  
COLLEGES  
DISTRICT

PURCHASE OF RECRUITMENT SERVICES FOR ALAMO  
COLLEGES DISTRICT ASSOCIATE VICE CHANCELLOR  
FOR FACILITIES AND CONSTRUCTION  
MANAGEMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)  
CSP NO. 21A-002

Release Date: October 2, 2020

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

Proposal Deadline: October 26, 2020, 2:00 p.m. (CST)

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## KEY DATES AND INFORMATION

- CSP NAME:** Competitive Sealed Proposal (CSP) for Purchase of Recruitment Services for the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management
- SUBMITTAL DEADLINE:** October 26, 2020, prior to 2:00 p.m. (CST)
- DELIVERY LOCATION:** Alamo Colleges District  
Purchasing and Contract Administration  
Re: Purchase of Recruitment Services for the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management  
CSP # 21A-002  
Reception Desk  
2222 N. Alamo St.  
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Alamo Colleges District and/or its Board of Trustees as a result of the CSP will begin upon award and terminate August 31, 2021, and have the option to renew for one year upon mutual consent of the contractor and the Alamo Colleges District.
- NOTICE:** All questions related to this CSP are to be directed to Jeremy Taub, Assistant Director, via email to: [jtaub@alamo.edu](mailto:jtaub@alamo.edu) with a copy to [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu).

## **MINIMUM QUALIFICATIONS**

The respondents to this CSP must have the following minimum qualifications. Failure to meet minimum qualifications may be grounds for rejection. Alamo Colleges District reserves the right to reject Proposals that fail to include this information with the Offerors Proposal submission.

1. Offeror must affirm in writing and include with proposal: Offeror will provide confidentiality throughout the screening and hiring process at all times, and acknowledges the following:
  - Protect the confidentiality of all candidates and all application materials
  - Protect the confidentiality of the search committee's deliberations and discussions regarding candidates and recommendations of finalists
  - Refer any general external requests for information from friends, colleagues, and associates to Alamo Colleges District Human Resources-Employment
  
2. Offeror must affirm in writing and include with proposal: Offeror is experienced with providing the recruiting, screening, and hiring for Associate Vice Chancellor for Facilities and Construction Management or substantially similar as defined in Attachment I – Job Description, in a government or higher education setting, and provide evidence of a placement within the past twenty-four months.

## GENERAL INFORMATION

### A. CSP Project Scope:

The purpose of this CSP is to solicit proposals for the purchase of Recruitment Services for the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management. The scope of services is required to assist the Alamo Colleges District with providing the recruiting, screening, and hiring of a highly qualified applicant to fill the vacant position of the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management.

### A. 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.

In Fall 2014, the Board of Trustees welcomed the inclusion of a Student Trustee member to serve as a non-voting student liaison to the Board of Trustees and Chancellor. The Student Trustee is selected from one of the five colleges by the elected Board members and serves for a one-year term.

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 five colleges:

- San Antonio College (founded in 1925),
- St. Philip's College (founded in 1898),
- Palo Alto College (founded in 1983),
- Northeast Lakeview College (founded in 2007), and
- Northwest Vista College (founded in 1995)

support the education and lifelong learning needs of a multicultural community by providing associates degrees, certificates, pre-majors/transfer programs, continuing education, and community services. The 300+ programs are arranged in six Institutes, known as the AlamoINSTITUTES, by career choices: Creative & Communication Arts, Business & Entrepreneurship, Health & Biosciences, Advanced Manufacturing & Logistics, Public Services and Science & Technology. The Institutes have clear roadmaps to guide each student efficiently and effectively from his/her point of entry to attainment of high-quality post-secondary credentials and/or a career.

Student enrollment for the Spring 2019 semester was over 58,000. Students are taught by highly qualified faculty with Master's and Doctorate degrees who are committed to creating a learning-centered environment. Student services include advising, counseling, learning resource centers, computer labs, tutoring, financial aid services, services for the disabled, developmental instruction, veteran's services, service learning and job placement. A certified advisor works closely with each student to ensure each course taken can be counted toward the student's goal, and that completion of degrees and/or certificates can be accomplished most effectively and efficiently.

The Alamo Colleges District is the third largest community college system in enrollment in Texas, includes four colleges designated as Hispanic-Serving Institutions and includes the nation's only institution designated as both a Historically Black College and a Hispanic-Serving Institution. A vibrant international program brings students and faculty from places such as Mexico, Brazil, India and China to San Antonio for advanced education, while affording local students and faculty the opportunity to travel to all regions of the world, preparing them to work in an increasingly global economy.

### **Economic Conditions and Outlook**

The Alamo Colleges District operates in the strong economic area of San Antonio, Bexar County and surrounding counties. San Antonio is the nation's seventh-largest city with a population over 1.5 million and is projected to add 1.1 million new residents by 2040. San Antonio 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. Due to the quality of its workforce training and the success of its graduates, approximately 51% of students enrolled in post-secondary education in San Antonio attend one of the Alamo Colleges.



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 trend of rising ad valorem tax revenues continued as revenues from ad valorem taxes increased by 7.0% in 2019 as net assessed property values of the District increased from approximately \$151.8 billion in 2018 to \$162.5 billion in 2019, providing funding for facilities' repairs and maintenance. The pattern of predictable and increasing property values and ad valorem tax collections relieves pressure to increase the tax rate for the District's constituents. There was no increase in the District's tax rate for fiscal year 2019.
- State appropriations, which are critical to keeping student tuition rates low, decreased in 2019 but are expected to increase in 2020 due to actions by the 86th Texas Legislature. State appropriations are distributed based on a cost-based formula for student contact hour reimbursement, core operations funding and student success outcomes. For fiscal year 2019, the State only provided 24% of instructional costs, down from 75% in fiscal years 2008-2009 and provided no funding for growth.

- Tuition and fee rates increased \$13 per semester credit hour, effective Spring 2019. This was the first rate increase since Spring 2016 and only the second increase since 2011. The student activity fee increased from \$1 per credit hour to \$3 per credit hour in Fall 2018. Student activity fees are used to support various student initiatives including leadership, clubs, organizations, sports, fitness and other events.

### 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.

### Major Initiatives



The District and its partners are committed to ending poverty, enhancing economic and social mobility and meeting workforce demands in our city by joining forces to help more students complete college and obtain the necessary skills to hold high-wage, high-demand jobs. The AlamoPROMISE program, which will be available to high school seniors graduating in 2020, ensures that tuition and mandatory fees are covered for students who graduate from participating high schools. Over 5,000 high school seniors have already completed a “Save Your

Seat” pledge, and enrollments at the Alamo Colleges District are expected to achieve double-digit growth within the first five years of the program. As a last-dollar funding source, AlamoPROMISE covers the gap between financial aid and the cost of tuition for up to three years. The AlamoPROMISE eliminates financial barriers to higher education, making a college degree a reality.

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 positions the Alamo Colleges District as 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 *Four Disciplines of Execution (4DX)* 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, MyMap (My Monitoring Academic Progress) proactively engages students with deliberate activities at designated touch-points to ensure a consistent experience 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. On November 15, 2018, U.S. Commerce Secretary Wilbur Ross 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. A Presidential



award, the Baldrige Award is the highest level of national recognition that a U.S. organization can receive for performance excellence in innovation, efficiency, and leadership. The Alamo Colleges District is the first community college system to achieve this level of recognition in the history of the program.

The Alamo Colleges District continues to be recognized both locally and nationally as a leader in higher education. The Alamo Colleges District is one of only two community colleges in the nation to receive the 2020 Leah Meyer Austin Award from Achieving the Dream (ATD). This national recognition is given annually to a college or colleges in the ATD network that show measurable improvement in student outcomes driven by top-to-bottom cultural change in the institution. Palo Alto College was also named as a Rising Star by ATD in 2019. 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 one of three selected as a top-10 college that is now eligible to compete for the 2021, Aspen Prize for Community College Excellence. This is the first time nationally that four colleges from the same community college system have been nominated in the same year. The Aspen



Prize is the nation's signature recognition of high achievement and performance for America's community colleges. The four colleges from the Alamo Colleges District were selected from a pool of nearly 1,000 public two-year colleges nationwide to compete for the \$1 million Aspen Prize in the categories of student learning, certificate and degree completion, employment and earnings and high levels of access and success for minority and low-income students.

The Alamo Colleges District has also earned numerous awards in the areas of procurement and finance. For the eighth consecutive year, the District was awarded the National Achievement of Excellence in Procurement Award from the *National Procurement Institute*. In addition, the Alamo Colleges District is one of four community colleges in Texas awarded the Certificate of Distinction by the *Government Treasurers' Organization of Texas* (GTOT) for its investment policy.

The Government Finance Officers Association (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 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. A Certificate of Achievement is valid for a period of one year. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

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

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

SECTION 1  
SCOPE OF WORK

- A. Scope of Work: The awarded Offeror will conduct the recruiting, screening, and hiring of highly qualified applicants to fill the vacant position of the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management.

The awarded Offeror will present applications to the designated Alamo Colleges District hiring official(s) for initial review and recommendation of candidates to be interviewed. The application is to be edited to provide neutrality and no identity as to race, ethnicity or gender of the applicant. The awarded firm or individual will agree in writing to maintain applicant confidentiality throughout the screening and hiring process. The recruitment process will be conducted 100% virtually due to COVID-19, but subject to change if conditions improve.

B. Statement of Work:

1. Conduct searches to fill Associate Vice chancellor for Facilities and Construction Management position found within the Alamo Colleges District.
2. Using guidelines and requirements for the vacant position as established by the Alamo Colleges District, provide services on marketing and targeting strategies to advertise, recruit and attract a diverse group of highly qualified applicants.
3. Assist hiring officials and screening committees with developing a comprehensive model or profile of qualities and qualifications, as a premise for comparative consideration. The model must adhere to Equal Employment Opportunity Commission (EEOC) uniform selection guidelines. See regulation 1607 at <https://www.eeoc.gov/policy> for further information.
4. Use mail, telephone, internet, and/or networking to conduct a recruitment campaign to develop a pool of qualified applicants, which is representative of the diverse community the Alamo Colleges District serves.
5. Receive, review and provide a complete application package on interested and qualified prospects that meet the Alamo Colleges District commitment to Equal Employment Opportunity Commission (EEOC) and affirmative action. Application packages should contain at least an Alamo Colleges District personnel application form and/or comprehensive résumé/vitae along with copies of qualifying credentials (i.e. academic transcripts at the undergraduate and graduate levels, certificates, licenses, registrations, etc. as applicable).
6. Evaluate the applicant pool and screen to a group of 5 – 10 well qualified applicants, who meet the published requirements and submit those applicant packages to the screening committee through the hiring officials, until the position for the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management is filled.
7. Assist the screening committee members and hiring officials in developing appropriate questions to conduct effective interviews, as needed. Questions should be developed to ascertain relevant job/managerial knowledge as well as to assess propensity for success in a multi-culture community college environment.
8. Use appropriate methods to conduct social media search in determining finalists' eligibility for public service.

9. The Alamo Colleges District will not provide full payment for executive search services, prior to the hiring of Offeror's executive referral candidate, however progress payments are permitted under the contract to align with performance delivery.
10. Offeror agrees to negotiate for reduced fee for additional search if a successful candidate terminates employment.
  - a. In the event a qualified group of candidates are not produced for the final round of interviews and fail to meet established criteria or if the person selected by the Alamo Colleges District does not complete a full year in the position due to performance issues, Offeror will complete a follow up process charging only for travel and related expenses, to include reasonable hours that may be required and directly associated with specific time invested during any on-site visits at the Alamo Colleges District facilities in San Antonio, Texas.

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

A. Terms and Conditions of the CSP:

1. Award of Contract.

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

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

2. Evaluation Criteria.

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

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.

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

CSP REFERENCE	EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS	WEIGHTING
<b>Section 2: A.3.1</b>	<b>Criteria 1: Purchase Price</b>	<b>25</b>
<b>Section 2: A.3.2</b>	<b>Criteria 2: Quality of Vendor's Goods and Services</b>	<b>25</b>
3.2.1	- Profile of Firm	
3.2.2	- Background and Experience	
3.2.3	- Policies and Procedures in performing scope of service	
3.2.4	- References of Firm	
<b>Section 2: A.3.3</b>	<b>Criteria 3: Extent to Which the Goods or Services Meet the District's</b>	<b>50</b>
3.3.1	- Recruiting and Screening Process	
3.3.2	- Meeting ACD Project Deadlines	
3.3.3	- Billing	
3.3.4	- Average Time to Complete Executive Search	
3.3.5	- Termination of Search for Unsuccessful Search	
3.3.6	- Additional Search due to Successful Candidates Resignation	
		<b>100</b>

- 2.2 Alamo Colleges District shall evaluate the information provided in the proposals received. Information and/or factors gathered during interviews, and any reference checks, will be utilized in the evaluation criteria, rankings, and award decision. References may or may not be reviewed at the discretion of the Alamo Colleges District. Alamo Colleges District also reserves the right to contact references other than or in addition to those furnished by a respondent.
- 2.3 Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques. Award will be made on a best value basis.
3. In response to this CSP, please provide information regarding the following matters:
  - 3.1 Purchase Price: In reference to Section 3 of the CSP, the Offeror must provide a detailed explanation of how the proposed fees were derived for the service items listed.
  - 3.2 Quality of Vendor's Goods and Services:
    - 3.2.1 A brief profile outlining the history, philosophy, and target market of the firm to include past successful placements of candidates in an Executive Level position in the field of Facilities & Construction Management, Engineering or Architecture.
    - 3.2.2 A brief discussion of your firm's background and experience in providing the requested services preferably for academic institutions.
    - 3.2.3 List policies and procedures your firm follows to maintain service excellence.
    - 3.2.4 Offeror must provide a list of names, address, contact person and phone numbers of at a minimum of three (3) positive but not more than five (5) client references for which equipment and services of a comparable nature, scope and complexity have been provided by your firm. References must be for services performed in the name of the company submitting the Proposal; work performed by employees, subcontractors or representatives while engaged by another company does not qualify as an acceptable reference. Projects for client references should have occurred within the last five (5) years. References (including school districts, higher education institutions, or other political subdivisions) shall be of comparable size to Alamo Colleges District.
  - 3.3 Extent to Which the Services Meet the District's Needs: Describe how your firm will meet each of the requirements outlined in Section 1 - Scope of Work (page 13-14 of this CSP).
    - 3.3.1 Provide details in reference to your firm's recruiting and screening processes.
    - 3.3.2 Describe your firm's ability to meet project deadlines including your plans to meet current and future service commitments.
    - 3.3.3 If Offerors proposed billing includes request for progress payments, as opposed to payment in full services rendered, please describe your firm's billing requirements.

- 3.3.4 Provide an average time required to complete an executive search in calendar days.
  - 3.3.5 Describe your process for termination of a search if no satisfactory candidates are found within the allotted timeframe. Provide cost for unsuccessful search.
  - 3.3.6 What is your firm's ability to negotiate reduced fee for search, and process to conduct an additional search if a successful candidate terminates employment within a certain period of time? If so, state the length of time.
    - Provide details in reference to your firm's employment screening process (i.e. reference checks, drug screenings, background investigations, etc.).
4. Acknowledgment of Addenda. Any clarifications or interpretations will be issued in written addendum form, and such addenda will be included as part of the Proposal Documents. 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.
5. Release of Information. The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which 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.
6. Insurance. The insurance requirement is enumerated in Section 8.
7. Errors/omissions made in the proposal responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.
8. Written questions must be received at least seven (7) calendar days prior to deadline for proposals. Alamo Colleges District is not responsible for misdirected or undelivered submissions.
9. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal or award of this proposal. Additionally, it is understood that a firm's or individual's giving practices will be of no advantage in consideration of the award of this proposal.
10. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity,

special discount, trip, favor, free meal or service to a public servant or elected official in connection with this proposal.

11. Proposals must be valid for one hundred twenty (120) days after closing date for evaluation purposes.
12. Offeror must state on the proposal form whether they owe State of Texas margin taxes (formerly franchise tax).
13. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
14. 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.
15. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the CSP is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by Alamo Colleges District. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.
16. Notification of Criminal History of Contractor. A person or business entity that enters into a contract with 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.

17. 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.
18. Texas Resident Information. Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.
19. Disclosure of Interest. All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District



employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the proposal which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.

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

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

21. The Alamo Colleges District make environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organization in order to be deemed environmentally preferable.
22. In accordance with HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is <https://www.ethics.state.tx.us/filinginfo/1295/>
23. 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.

24. 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 p.m. Central Standard Time (CST) on October 26, 2020. Offeror must provide one (1) original, (3) 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 Recruitment Services for the Alamo Colleges District Associate Vice  
chancellor for Facilities and Construction Management  
CSP # 21A-002  
Reception Desk  
2222 N. Alamo St.  
San Antonio, TX 78215

Proposals received will be publicly acknowledged in the Staff Conference Room #100, 1<sup>st</sup> 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 fifty (50) single sided 8-1/2 x 11 sheets. The following items are not counted in the page limit: front and back cover pages; cover letter (not to exceed two pages); sheet/chapter dividers; resumes, CSP pages requiring execution; and certificate of non-collusion.
4. Each Offeror shall determine whether their current business relationship with the District or an elected official of the District is subject to the requirements of Local Government Code section 176.001 and 176.006. Should the Offeror meet the stated requirements of the referenced legal sections, form CIQ (Section 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

Executive Search Services will be requested for a one-time purchase. The actual payment amount will be determined by the amount of Recruitment Services purchased by the Alamo Colleges District.

For evaluation purposes, please propose Price as a percentage of salary based fee in Item No. 1 (as defined and provided in the table below). Percentage ranges may not be evaluated. The proposed price should not include applicant travel. A "blank" or anything other than the format requested in the space below will be considered a "no bid," and the Offeror's proposal may not be evaluated.

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

PRICING TABLE			
Item #	Description	Quantity	Rate per Search
1.	Recruitment Services for Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management	1	_____ % of first year base salary

Note:

1. The Alamo Colleges District will reimburse for applicable candidate travel, and advertisement related expenses, to include reasonable hours that may be required and directly associated with specific time invested during any on-site visits at the Alamo Colleges District facilities in San Antonio, Texas.
2. The Rate per Search is a percentage (%) amount proposed of the minimum annual salary of \$131,217. The actual amount paid to the firm will be based on the first year base salary agreed to by the ACD, and the candidate.

*Example: Proposed Rate per Search 25% (.25) multiplied by annual salary \$131,217 equals \$32,804.25, amount paid to awarded Contractor.*

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 affect 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, three 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? \_\_\_\_\_
- P. Provide the name, address, phone number, fax number and email address of the firm's contact person for this engagement. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SECTION 6  
PROPOSAL CERTIFICATION

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Firm / Offeror Name

## SECTION 7

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> 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 7<sup>th</sup> 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

 <p style="text-align: center;">A L A M O C O L L E G E S D I S T R I C T</p>	<p><b>EXECUTIVE SEARCH SERVICES FOR ASSOCIATE VICE CHANCELLOR FOR FACILITIES AND CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND <u>[CONTRACTOR'S NAME]</u></b></p>
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges District”) and [CONTRACTOR’S NAME], located at [CONTRACTOR’S FULL ADDRESS] (“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 published a competitive procurement solicitation (“Request”), designated CSP 21A-002 to obtain Executive Search Services for the Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management for the Alamo Colleges District Offices and

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

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

**1. DEFINED TERMS.**

- 1.1 “**Project**” has the meaning defined in **Exhibit A** hereto. The Contractor hereby agrees to furnish the services specified in **Exhibit A**
- 1.2 “**Project Coordinator**” means the employee of Alamo Colleges District designated in **Exhibit A** hereto who will manage the relationship between Alamo Colleges District and Contractor. The designated employee will be knowledgeable of the Project and be experienced in managing projects similar to the one established herein.

**2. PROJECT OBJECTIVE(S) AND SCOPE.**

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

**3. PROJECT DELIVERABLES.**

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

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

5. **ACCESS.** The Parties agree to grant one another, their employees and agents assigned to the Project reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.
6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE WITH APPLICABLE LAW.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations , including, without limitation, the Family Education Rights and Privacy Act , 20 United States code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel. Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. Contractor agrees to abide by all applicable Alamo Colleges District' policies, including, without limitation, those relating to financial ethics and accountability. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services, to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). In the event that Contractor is added to the Foreign Organization List at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate this Agreement immediately upon receipt and verification of information, by any means, that Contractor has been added to the Foreign Organization List.
9. **INSURANCE.** Alamo Colleges provides no medical or workers' compensation insurance coverage for the Contractor (or its principals, subcontractors or employees) under this Agreement. The entire responsibility for providing appropriate insurance coverage lies solely with the Contractor. Alamo Colleges maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.
10. **PAYMENT.** The entire cost of the Project shall not exceed the amount set forth in **Exhibit A**.
  - 10.1 Alamo Colleges District will pay approved invoices, which must include the purchase order number, date of service, name of college, and a description of services, within forty-five (45) days of receipt at the address set forth in **Exhibit A**.

- 10.2** Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice (“Final Invoice”) which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by Alamo Colleges District, Alamo Colleges District will pay (“Final Payment”) to Contractor the amount due under the Final Invoice under the terms established by Texas law. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.
- 10.3** Notwithstanding any provision to the contrary, Alamo Colleges District will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.
- 11. TERM AND TERMINATION.** The Term of this Agreement is set forth at **Exhibit A** hereto. The Term may be extended thereafter by written agreement signed by both parties.
- 11.1 Termination without Cause.** Alamo Colleges District may terminate this Agreement for convenience, without any liability therefore by delivering written notice to Contractor no later than thirty (30) days prior to termination. Contractor’s fees due on termination without cause will be prorated based on the portion of authorized work completed.
- 11.2 Material Breach; Insolvency.** This Agreement may be terminated by Alamo Colleges District for breach of any material terms or conditions of this Agreement by Contractor, which breach is not corrected by Contractor within ten (10) calendar days after written notice thereof is given to Contractor, or immediately should Contractor become insolvent.
- 11.3 Current Revenues Only.** Alamo Colleges District commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges District Board retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during its initial and renewal terms. The Alamo Colleges District Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges District’ obligations under the Agreement, consistent with the maintenance of reasonable reserves.
- 12. LICENSES, PERMITS, TAXES AND FEES.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor’s performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor’s performance of this Agreement.
- 13. GENERAL TERMS.**
- 13.1 Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days’ notice to the other Parties in the manner set forth above.
- 13.2 Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.

- 13.3 Data Security and Notification.** Consultant's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District' employees, students, and/or vendors. Consultant agrees to use best practices to maintain data security to prevent identity theft, and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement. Contractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.
- 13.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any request for such permission must be directed to the Alamo Colleges District Director of Purchasing and Contract Administration notice address. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 13.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges District' Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.
- 13.15 Release of Liability OF ALAMO COLLEGES DISTRICT.** Contractor hereby releases Alamo Colleges District from all liability arising under this Agreement or relating to use of any Alamo Colleges District properties, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES DISTRICT' NEGLIGENCE, whether contributory, sole, or joint, arising out of or related to this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.
- 13.16 Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District' facilities ("Claims") to the extent caused by the legally culpable acts or omissions of Contractor. Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF SUCH INJURY, DEATH OR DAMAGE WAS CAUSED IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges District from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges District is a state governmental unit

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

- 13.17 Release of Information.** Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act (“PIA”). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.
- 13.18 Independent Contractors.** Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.
- 13.19 Copyrights, Consents & Assignments.** If Contractor’s services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images (“Consents”). Contractor warrants that its individual employees and any subcontractors and their employees who will personally perform the services under the Agreement (“Employees”) do so as a “work for hire” on behalf of Alamo Colleges District. Contractor consents to Alamo Colleges District making a recording, by whatever means and upon whatever media of any verbal report or presentation made in the performance of the Services (“Recording”). Contractor assigns to Alamo Colleges District all Consents and all rights to any (i) Recordings and (ii) materials in which it or any Employees own or may claim any intellectual property rights, including the right to create derivative works, as a work for hire fully paid for by the compensation payable to Contractor hereunder.
- 13.20 Records.** Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such retention period shall extend until final resolution of the dispute. Contractor’s “Records” include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo Colleges District’s judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.

- 13.21 Covenants Pertaining to Contractor Employees Working at Alamo Colleges District Premises.** Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District’ premises on a regular basis. Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act (“FLSA”) and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker’s authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges District its compliance with any of its obligations in this Agreement.
- 13.22 Right to Audit.** Contractor grants Alamo Colleges District, any applicable grantor, or their designees the right to audit, examine or inspect (“Audit”), at Alamo Colleges District’ election, all of Contractor’s records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges District agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor’s Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate work space necessary to conduct Audits.
- 13.23 Contractor Parking.** Contractor will abide by the Alamo Colleges District Parking Policies at: <http://www.alamo.edu/uploadedFiles/District/Employees/Departments/Ethics/pdf/policies/C.22.2-procedure.pdf>
- 13.24 Prohibition Against Boycotting the State of Israel.** Contractor hereby certifies, represents and warrants that neither contractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.

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

**ALAMO COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Print Name: [\_\_\_\_\_]

Print Name: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

EXHIBITS: Exhibit A - Project Details  
Exhibit B – [CONTRACTOR’S NAME] RFP Response

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**EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT**

1. Exact Legal Name of Contractor: [CONTRACTOR'S NAME]
2. Term of Agreement: Shall commence on date fully executed and terminate August 31, 2021 and have three, one-year options to renew upon mutual consent and by written agreement signed by both parties.
3. Project Description: Recruitment Services for Alamo Colleges District Associate Vice chancellor for Facilities and Construction Management
4. Alamo Colleges District Representative:
5. Maximum Amount Payable to Contractor:
6. Project Interim Payment Milestones:  
Refer to Exhibit B – [CONTRACTOR'S NAME] RFP Response for further details.
7. Detailed Contractor Deliverables:  
Refer to Exhibit B – [CONTRACTOR'S NAME] RFP Response for further details.
8. Notice Addresses:

Notices to Alamo Colleges District:

Associate Vice Chancellor for Human Resources & Organizational Development  
2222 N Alamo Street  
San Antonio, TX 78215  
Phone: (210) 485-0200

With Copy:

Sabina Swank, Senior Purchaser  
Purchasing & Contract Administration  
Alamo Colleges District  
2222 N Alamo St  
San Antonio, TX 78215  
Email: [sswank5@alamo.edu](mailto:sswank5@alamo.edu); [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu)

Notices to Contractor:

[CONTRACTOR'S NAME]  
[CONTRACTOR'S ADDRESS]  
[CONTRACTOR'S PHONE NUMBER]  
[CONTRACTOR'S EMAIL ADDRESS]

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

Alamo Colleges District  
Attn: Accounts Payable Dept.  
2222 N Alamo St.  
San Antonio, TX 78215  
Phone: (210) 485-0321  
Email: [dst-accountspayable@alamo.edu](mailto:dst-accountspayable@alamo.edu)

10. Any location requirements for the Project:



11. Any requirements that a particular Contractor employee undertake a particular role regarding the Project:
12. Other Requests/Requirements/Conditions/Exclusions:

**Alamo Colleges District  
Associate Vice Chancellor for Facilities and Construction Management  
Job Description**

Job Code 14365

**DESCRIPTION OF WORK**

Responsible for the management related to architectural and engineering design and construction and remodeling of Alamo Colleges District (ACD) facilities. Includes feasibility studies, identification and selection of architect's engineers and contractors, evaluating bids and proposals, etc. Directs the daily operations of the Facilities Department, supervising managerial and support personnel. Monitors the operation of central utility plant, facility and grounds maintenance programs and projects, architectural and design activities, etc. Develops physical plant operational and administrative systems and procedures. Represents ACD's interests in meetings with external architectural, engineering, construction, contracting, and management firms. Establishes short and long term departmental goals, objectives, and budgetary needs. Oversees the ACD facility emergency program. Supplies technical advice, expertise, and recommendations as required.

Provides administrative support to the 2017 General Obligation Bond Construction Improvement Program (CIP) managed during the 2019 – 2023 construction period by an Interim Associate Vice Chancellor - CIP.

Reports to the Vice Chancellor for Finance and Administration.

**ESSENTIAL JOB FUNCTIONS\***

- Supervises, plans, and coordinates the ACD construction programs and schedules to assure compliance with constructing program requirements, budgets, and construction codes and standards.
- Plans, organizes, and directs the day-to-day operation of the Facilities Department's maintenance and operations. Provides technical assistance to college administrators and makes recommendations regarding facility policies in daily activity areas and supervises implementation of procedures. Selects, trains and supervises assigned staff.
- Provides technical expertise to college administrators and staff regarding a variety of facilities management and construction programs. Develops and coordinates new construction and remodeling of ACD facilities including project design, feasibility studies, identification and selection of architects, engineers and contractors.
- Directs and participates in the preparation of bid specifications and related construction documents. Responsible for the evaluation of bids and proposals of architectural and engineering firms and works closely with the Vice Chancellor of Finance and Administration in recommendations to the Chancellor and the Board of Trustees.
- Reviews and recommends payment of invoices and related payment requests. Provides final approval for completed projects. Works closely with the Vice Chancellor of Finance and Administration in recommendation of new capital projects.

- Directs district-wide programs including preventive maintenance, energy management, asbestos abatement, handicapped accessibility, health and safety, hazardous materials, etc. Provides liaison with regulatory agencies on coding, standards, zoning, hazardous materials, etc.
- Prepares, recommends, and assures conformance with Facilities budgets. Oversees and monitors the proper and appropriate usage of funds, personnel, equipment, supplies, etc. Develops appropriate documentation systems, procedures, and records to assure program and project completion within fiscal constraints.
- Establishes and oversees a 24-hour/365-day facility emergency program designed to assure positive and prompt investigation and response to real or potential danger situations.
- Attends Board of Trustee, administrator, and management meetings to discuss departmental program/project status and future departmental plans and recommendations, and to supply advice and technical expertise as required.
- Maintains professional and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks and participates in internal and external meetings and seminars. Must have excellent listening, oral and written communications to communicate with a diverse array of stakeholders and constituents within the ACD community network.
- Performs special projects and assignments as requested by the Vice Chancellor for Finance and Administration.
- Performs other duties as assigned.

\* Any one position may not include all of the tasks listed, nor do the examples necessarily include all of the tasks performed.

### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of construction management, project management and all building codes and regulations pertaining to construction, including management of large capital budgets. Knowledge of generally accepted architectural, planning, design, construction methodologies and sustainable design.
- Ability to identify problems, develop alternative solutions, and achieve solution consensus in a complex environment. Skilled in examining and re-engineering operations and procedures, formulating policy and developing and implementing new strategies and procedures.
- Strong collaborative interpersonal skills and the ability to build positive and effective relationships and teams within managed units and across the campus with administrators, faculty, staff and external constituents. Ability to organize, direct and successfully implement formulating, design and construction projects in a higher education setting. Ability to effectively prioritize workload to set and meet aggressive goals, deadlines and commitments.
- Experience should include supervising contracted architects, engineers and contractors as well as assigned staff. Ability to maintain current knowledge of emerging practices and technology pertaining to the areas of responsibility. Ability to utilize computer technology in areas such as CADD systems and to access information, maintain records generate reports and communicate with others.
- Accomplished professional of the highest integrity who embraces positive change and works with colleagues in a spirit of partnership, transparency and fiscal responsibility to facilitate

the advancement of the college. Strong project management and coordination skills with advance problem solving and decision-making experience.

- Experience in developing, executing and evaluating strategic and tactical plans. Foster close working relationships with others and promote an atmosphere of diversity and high morale. Proven experience managing a budget and allocating assets and developing resources. Demonstrated commitment to diversity, equity and inclusion.
- Strong interpersonal, public speaking and writing skills to interact with individuals from multi-cultural backgrounds. Strong knowledge and experience providing effective customer service.

## **QUALIFICATIONS FOR APPOINTMENT**

### **EDUCATION**

A Master's degree in architecture, engineering, public administration, business administration, or construction management.

### **EXPERIENCE**

Ten years of progressively responsible experience in construction and/or facilities operations, preferably in a publicly funded college or university setting. Prefer management experience in the areas of responsibility.

### **LICENSES AND CERTIFICATIONS**

Professional architectural registration and/or Professional Engineer License. Must possess and maintain a valid Texas driver license. Must be insurable through the organization's insurers.

### **PHYSICAL REQUIREMENTS**

Subject to dangers associated with construction site environment.

### **SECURITY SENSITIVE**

Specific job requirements or physical location of some positions allocated to this classification may render the position security sensitive, and thereby subject to the provisions of section 51.215 Texas Education Code.

Reviewed: 9/22/2020

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EMPLOYEE'S SIGNATURE (OPTIONAL)

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DATE

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SUPERVISOR'S SIGNATURE

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DATE

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CONCURRENCE OF NEXT HIGHER LEVEL

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DATE