



ALAMO  
COLLEGES  
DISTRICT

PURCHASE OF SUPPLIES AND EQUIPMENT FOR  
STUDENTS OF THE COSMETOLOGY PROGRAM AT  
PALO ALTO COLLEGE ON AN INDEFINITE DELIVERY  
INDEFINITE QUANTITY (IDIQ) BASIS

REQUEST FOR PROPOSAL (RFP)  
RFP-2024-0065  
Release Date: June 27, 2024

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

**Proposal Deadline: July 17, 2:00 p.m. CT**

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## KEY DATES AND INFORMATION

- RFP NAME:** Request for Proposal (RFP) for Purchase of Cosmetology Supplies and Equipment for Students of the Cosmetology Program at Palo Alto College on an Indefinite Delivery Indefinite Quantity (IDIQ) Basis
- CLOSURE:** The Alamo Colleges District operates on a four-day work week and is closed on Fridays during the months of June and July. Alamo Colleges District will be closed on the following dates:
- Thursday, July 4, 2024 (Independence Day)
  - Friday, July 5, 2024
  - Friday, July 12, 2024
  - Friday, July 19, 2024
  - Friday, July 26, 2024
- During this time, we will not be responding to any emails or phone call messages. We will respond to messages received when we resume operating hours.
- SUBMITTAL DEADLINE:** July 17, 2024, prior to 2:00 pm CT.
- DELIVERY LOCATION:** Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or delivered to:
- Alamo Colleges District  
Purchasing and Contract Administration  
Re: Purchase of Cosmetology Supplies and Equipment {For Students of the Cosmetology Program at Palo Alto College on an Indefinite Delivery Indefinite Quantity (IDIQ) Basis  
RFP-2024-0065  
Reception Desk  
2222 N. Alamo St.  
San Antonio, Texas 78215
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFP will begin upon award and terminate September 30, 2027, and automatically renew for three, one year periods.
- NOTICE:** All questions related to this RFP are to be directed to Nadia Perez, Senior Purchaser, via email to: [nperez269@alamo.edu](mailto:nperez269@alamo.edu) with a copy to [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu)

## MINIMUM QUALIFICATIONS

The respondents to this RFP 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.

- a. Offeror(s) must affirm in writing and include with supporting documentation with proposal submission: Proposed items are new with original manufacturer warranty and packaging.

Yes \_\_\_\_\_ No \_\_\_\_\_

- b. Offeror(s) must affirm in writing and include with supporting documentation with proposal submission: Submit catalog(s)/price list(s) in searchable PDF format or manufacturer / vendor websites.

Yes \_\_\_\_\_ No \_\_\_\_\_

- c. Offeror(s) must affirm in writing and include with supporting documentation with proposal submission: Offeror must have and maintain a return policy.

Yes \_\_\_\_\_ No \_\_\_\_\_

## GENERAL INFORMATION

### A. RFP Project Scope:

The purpose of this RFP is to solicit proposals for the purchase of Cosmetology Supplies and Equipment for Students of the Cosmetology Program at Palo Alto College on an Indefinite Delivery Indefinite Quantity (IDIQ) Basis, for the Alamo Colleges District, inclusive of all its individual college locations.

### B. Organizational Description (Who We Are)

1. Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the 2018 Malcom Baldrige National Quality Award, the nation's highest honor for performance excellence. The Aspen Institute named San Antonio College the winner of the 2021 Aspen Prize for Community College Excellence and received \$600,000. Four of the five colleges in the Alamo Colleges District are named in the top 150 of the nation's best community colleges, and Palo Alto College is among the top two in the country. The Alamo Colleges District includes Palo Alto College, Northwest Vista College, San Antonio College, St. Philip's College, and Northeast Lakeview College, along with a number of off-campus locations throughout the San Antonio metropolitan area, serving an eight-county region, with a total enrollment of over 90,000 students.



From our origin as a community college district in 1945 through decades of change and expansion, we have worked to make higher education accessible and affordable. Today, our five colleges fulfill this mission with a vast array of certificates, courses, 2-year degrees and four-year degrees. Our credits transfer to four-year universities for those pursuing advanced degrees, and our workforce development and continuing education programs help individuals build new careers and meet the needs of businesses. Our moonshot is to partner to end poverty through education and training – whether that's a certificate, an associate degree, or workforce-oriented baccalaureate degrees.

The Alamo Colleges District is one of the largest community college systems in the United States and the fourth largest in Texas. Bexar County is the taxing district for ACD. We, however, serve a much larger region; our service area includes all of Bandera, Bexar, Comal, Kendall, Kerr and Wilson Counties, and most of Atascosa and Guadalupe Counties. San Antonio is the seventh-largest city in the nation with an estimated 1.5 million people, of which 60% are Hispanic. Of all students enrolled in post-secondary education in the city, approximately 39% are enrolled in one of our Colleges. A \$450 million capital improvement program was approved by the voters of Bexar County in 2017 to renovate aging facilities, build new facilities, buy land for future expansion, and expand our technology infrastructure.

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

ACD, a Hispanic-Serving System which includes the nation's only college that is both a Historically Black College and a Hispanic-Serving Institution, is the nation's third largest producer of Hispanic nurses. ACD is also one of Texas' largest providers of online post-secondary education. A diverse international program brings Central American and other teachers to San Antonio for advanced education while affording students and faculty the opportunity to gain the skills to work in a global economy.

## 2. The Five Colleges of the Alamo Colleges District



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

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

## 3. District Support Operations (DSO)

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

#### **4. Off-Campus Sites**

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

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

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

#### **5. Awards and Recognitions (reversed chronological order)**

- The Alamo Colleges District (ACD) was honored with 2023 National Bellwether Award for Program Excellence.
- ACD Chancellor wins Baldrige Foundation Award for Leadership Excellence.
- ACD earns the Award of Excellence for Student Success from the American Association of Community Colleges (AACCC).
- MacKenzie Scott donates a record sum of \$15 million to San Antonio College (SAC).
- SAC is the recipient of the \$1 million 2021 Aspen Prize for Community College Excellence.
- Northwest Vista College (NVC) and Palo Alto College (PAC) were named to the Aspen Top 150 community colleges.
- PAC receives a transformative gift of \$20 million from philanthropist MacKenzie.
- ACD honored with San Antonio Business Journal Resiliency in Business Award.
- ACD was honored with Rising Star Award by Campus Labs.
- Four Alamo Colleges Top in the Nation for Online Community Colleges (NVC, PAC, SPC, SAC).
- St. Philip's College receives the Texas Award-Next for Performance Excellence (TAPE) award. Northeast Lakeview College receives the Progress Level Recognition from the Quality Texas Foundation (QTF).
- The Aspen Institute named San Antonio College the top college in the nation for Community College Excellence.
- Northeast Lakeview College has received Progress Level Recognition from the Quality Texas Foundation.
- 2020 Ellucian Impact Award recipient, which honors higher education institutions that best harness the power of technology to solve challenges, operate more efficiently and enhance the student experience.



- Honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018).
- One of only four Texas community college institutions to be selected as a finalist for Excelencia in Education's inaugural Seal of Excelencia (May 2019).
- The Aspen Institute College Excellence Program named San Antonio College, Palao Alto College, Northwest Vista College, and St. Philip's College, to the list of 150 community colleges eligible to compete for the \$1 million Aspen Prize for Community College Excellence, the nation's signature recognition of higher achievement and performance among America's community colleges (November 2019).
- Pal Alto College was a finalist for the 2019 Aspen Prize and was recognized for its strong record of improvement with the Rising Star award, receiving \$100,000.
- St. Philip's College named #9 of the 2019 Best Online Community Colleges in Texas.
- Northeast Lakeview College ranked #12 of the 50 Best Community Colleges in the nation by Learn.org (March 2019).
- San Antonio College ranked one of the top community colleges for Hispanics, by Hispanic Outlook magazine (September 2019) for the third consecutive year.

## **6. Workforce Profile of Alamo Colleges District**

Our workforce includes 5,600 faculty, administrators, staff, and work study (student employees). The District's diverse workforce continues to be representative of both our student population and the demographics of Bexar County. Teaching faculty are required to meet the certification requirements associated with accreditation set by the SACSCOC. Some positions in the administrative segment require professional or doctoral degrees, while others require bachelor's or master's degrees, and positions in the staff segment require at least a high school level of education. While no bargaining units exist, the Faculty Senate and Staff Senate at each of the Colleges are engaged in Participatory Leadership for local initiatives. These groups are also part of a larger, Unified ACD Faculty Senate and Staff Senate, which addresses alignment issues as needed in the District. This is another example of our Participatory Leadership approach. Special health and safety related requirements exist in the following areas: recognized hazardous work environments such as welding, electrical, chemical, and ergonomics; compliance with Texas Commission on Law Enforcement Standards for police officers; and driving safety for vehicle operators.

## **7. Organizational Structure/Organizational Governance of ACD**

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

### **C. Definition of Terms:**

1. "Alamo Colleges District," "ACD," "District," or "ACCD" refers to the Alamo Community College District.

2. "Offeror," "Proposers," "Respondent," 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 RFP.
3. "Contractor" refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this RFP.
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.
5. "ACD Holidays" refers to ACD offices are officially closed. ACD Holidays generally include Labor Day, Thanksgiving, Winter Break, MLK Day, Spring Break, and Memorial Day, in addition to other designated holidays identified as "College Closed" in the Academic Calendar published online at <https://www.alamo.edu/academics/academic-resources/academic-calendar/> for each academic year.
6. "Board of Trustees" refers to the governing body of ACD.

SECTION 1  
SCOPE OF WORK

A. Scope of Work:

The intent of this RFP is to establish a contract for the purchase of various types of Cosmetology Equipment, and Supplies on a discount off catalog or pricelist for supplies, materials and equipment on an Indefinite Delivery Indefinite Quantity basis. Alamo Colleges District reserves the right to make multiple awards as a result of this solicitation. There is NO minimum guarantee of purchase.

B. Statement of Work:

1. Vendors are required to submit catalog(s) / pricelist(s) in searchable PDF electronic format or manufacturer / vendor websites, or the Proposal will not be considered.
2. The below chart shows the data fields that vendors MUST include in each submitted catalog/pricelist:

Manufacturer	Part/Item Number	Item Description	List Price

- Cosmetology Professional Kits
  - Nail Technician Professional Kits
  - Professional Skincare Student Kits and/or skincare product
  - Professional Salon Product
  - Professional Salon Equipment/Salon Furniture
3. Offeror must provide credit for returned unused products.
  4. Supplies must be new with original manufacturer warranty and packaging. Individual packaging shall be labeled showing the name of the manufacturer, brand name, name of product, quantity of contents and complete directions for use.
  5. Supplies will be purchased as needed. No amount purchased is guaranteed.
  6. Alamo Colleges District requires Offeror must have a 90 day or more return policy to include full refund as applicable with zero cost restocking fee.
  7. Discounts must remain unchanged for the entire life of the contract.
  8. The awarded Offeror(s) shall maintain, at vendor's expense, a website specific to the products and services offered under the contract. The website must include product and service specifications, contract pricing, designated subcontractors (resellers), contact information for vendor and designated subcontractors, instructions for obtaining quotes and placing orders, and warranty and return policies. Alamo Colleges District must be able place orders online, if desired, and must be able to track orders and shipping information online via the Offerors' website.
  9. The proposed pricing should include inside delivery. Staff are not authorized to enter the carrier's vehicle.

10. Offeror must guarantee items are free from manufacturer's defects and that defective items will be replaced. Offeror must guarantee standard commercial warranty is provided on all materials and labor. In the event of equipment defects or failure, Offeror agrees to repair or replace such units at no cost to Alamo Colleges District.
11. Orders from Alamo Colleges District should be delivered within 10 business days or less.
12. Price Protection – If a manufacturer lowers the price of an item and provides price protection to the Offeror, the Offeror must provide the same price protection to Alamo Colleges District for qualified purchases meeting the price protection criteria established by the manufacturer.
13. Offeror must maintain a current price list and/or notify Alamo Colleges District of price changes.
14. Discontinued products must be eligible for return if purchased within the past 12 months. Offeror must provide notification of discontinued products.
15. Overstock Return Options – The Offeror must allow new and unopened overstock inventory to be returned for credit without limitations or restocking charge.
16. Offeror shall inform Alamo Colleges District of any available promotional purchases, rebates, or sales incentives.

The anticipated date for award of contract is September/October 2024.

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

A. Terms and Conditions of the RFP:

1. Award of Contract.

Award will be made to the Offeror which provides the best value to the Alamo Colleges District based on 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 based on the Proposals initially submitted, without discussion, clarification, or modification.

2. Evaluation Criteria.

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

a. The proposal must contain the response to the requested information, which will serve as the basis for the evaluation. Please be complete and concise in all responses to all required items. Respond to each item separately, beginning each response with the question asked.

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

Evaluation Table

<u>Criteria</u>	<u>RFP Reference</u>	<u>Weighting Maximum Points</u>
Purchase Price	Section 3	50
Quality of Vendor's Goods or Services <ul style="list-style-type: none"> <li>- Background and Experience</li> <li>- References</li> <li>- Website Information</li> </ul>	Section 2: A.2.b.2a A.2.b.2b A.2.b.2c	25
Extent to Which the Goods or Services Meet the District's Needs: <ul style="list-style-type: none"> <li>• Meet requirements in the scope of services.</li> <li>• Brands Offered</li> <li>• Return Policy</li> <li>• Price Change Notices</li> <li>• Inside Delivery</li> <li>• Lead Time</li> <li>• Price Protection</li> <li>• Maintain current price list</li> <li>• Promotional, Rebates, or Sales Incentive's</li> </ul>	Section 2: A.2.b.3a A.2.b.3b A.2.b.3c A.2.b.3d A.2.b.3e A.2.b.3f A.2.b.3g A.2.b.3h A.2.b.3i	25
Total:		100

- 2) Alamo Colleges District shall evaluate the information provided in the proposals received. Information and/or factors gathered during interviews, and any reference checks, will be utilized in the evaluation criteria, rankings, and award decision. References may or may not be reviewed at the discretion of the Alamo Colleges District. Alamo Colleges District also reserves the right to contact references other than or in addition to those furnished by a respondent.
  - 3) Alamo Colleges District may use various price analysis techniques and procedures to evaluate prices. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through the price analysis techniques. The award will be made on a best value basis.
- b. In response to this RFP, please provide information regarding the following matters:
- 1) Purchase Price:
    - a) In reference to Section 3 of the RFP, the Offeror must provide a detailed explanation of how the proposed price(s) were derived for the items listed.
  - 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.
    - b) 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 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.
    - c) Provide details regarding the company's website. The awarded Offeror(s) shall maintain, at vendor's expense, a website specific to the products and services offered under the contract. The website shall include product and service specifications, contract pricing, designated subcontractors (resellers), contact information for vendor and designated subcontractors, instructions for obtaining quotes and placing orders, and warranty and return policies. Indicate capability to place orders online if desired, and able to track orders and shipping information online via the Offerors' website.
  - 3) Extent to Which the Goods or Services Meet the District's Needs:
    - a) Describe how your firm will meet each of the requirements outlined in the Statement of Work.
    - b) Offeror must identify brands of goods and equipment offered within their proposal, and available in the online catalog.
    - c) Provide details regarding the company's return policy indicating full refund as applicable with zero cost restocking fee. Indicate if discontinued products will be eligible for return if the product was purchased from Offeror within the prior 12 months and notifications will be provided of discontinued products. Indicate if a guarantee is offered on purchased product(s) to be free from manufacturer's defects and that defective items will be replaced. Indicate if purchased items have a guaranteed standard commercial warranty provided on all materials and labor. In the event of failure, the vendor agrees to repair or replace such units at no cost to Alamo Colleges District.

- d) Explain the notification process for price changes and affirm discounts in this proposal will be held firm for a period of one year after the award date and the renewal period(s).
  - e) Confirm inside delivery capability. Staff do not have permission to enter the carrier's vehicle.
  - f) Provide details or exceptions to the following lead time. Ground shipment of orders from Offeror should be delivered within less than 10 business days under standard conditions.
  - g) Provide details on price protection – If a manufacturer lowers the price of an item and offers price protection to the Offeror, the Offeror must offer the same price protection to Alamo Colleges District for qualified purchases meeting the price protection criteria established by the manufacturer.
  - h) Offeror must maintain a current price list and/or notify Alamo Colleges District of price changes.
  - i) Explain the notification process for informing The Alamo Colleges District of any available promotional purchases, rebates, or sales incentives (if any).
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 Section 4, Offeror's Check List, item "Q". 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 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 the release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.
5. Insurance. The insurance requirement is enumerated in Section 8.
6. Errors/omissions made in the proposal responses will be interpreted in favor of the Alamo Colleges District. In the event of mathematical error(s), the unit cost shall prevail, and the Offeror(s) total offer may be corrected accordingly.
7. Written questions must be received at least seven (7) calendar days prior to the deadline for proposals. Alamo Colleges District is not responsible for misdirected or undelivered submissions.

8. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal, or award of this proposal. Additionally, it is understood that a firm's or individual's giving practices will be of no advantage in consideration of the award of this proposal.
9. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this proposal.
10. Proposals must be valid for one hundred twenty (120) days after the 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 RFP 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 RFP 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 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 publicly held corporation.

16. Family Code. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate.
17. Texas Resident Information. Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to



award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

18. Disclosure of Interest. All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the proposal which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.
19. District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member or College District employee other than authorized Purchasing and Contract Administration Department personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

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

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

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

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

Student Internship Program - The Alamo Colleges District 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.

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

The Services provided under this Agreement shall enhance the quality of life on the campus. The contractor shall perform in such a way as to contribute to the prestige of the Alamo Colleges District by providing a solid business operation. Service delivery must gradually evolve (and not remain static) 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. Contractors shall be alerted 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 a suggested schedule of when work should be started and completed.

23. 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 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.
24. Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of the Alamo Colleges District.
25. 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.
26. Prices are to be quoted FOB destination (freight prepaid). There is not a loading dock or dock ramp at the locations. Unit cost must include the cost of profit, freight, packaging, insurance, overhead, etc. No additional charges will be accepted.
27. 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/>
28. 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.

29. 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.
30. Civil Rights Act: Alamo Colleges District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.
31. Piggyback Clause: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this RFP does not specifically list additional entities, each entity wishing to participate must have prior authorization from Alamo Colleges District and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Alamo Colleges District shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Offeror is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

B. Preparation of Proposals:

1. Offerors are expected to examine the complete Request for Request for 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 Request for Proposal.

C. Submission of Proposal:

1. Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or submit one (1) original bound copy and one (1) electronic copy (preferred format for electronic copy is word or PDF), of the Proposal on the forms provided, signed, and sealed, prior to 2:00 P.M. Central Time (CT) on July 1, 2024, clearly identified as follows:

Alamo Colleges District  
Purchasing and Contract Administration  
Re: Purchase of Cosmetology Supplies and Equipment  
RFP # 2024-0065  
Reception Desk  
2222 N. Alamo St.

**Vendors must be successfully registered to respond to solicitation events!!!** If the individual company representative submitting a Bid/Proposal is not already registered, a new user link must be generated by Alamo Colleges Purchasing. If you have not already received a registration link, you may email a request using the contact information found in the solicitation document. For further assistance with registering in the eBidding portal, you may email [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu). **Once the email invite is received, user must register by clicking the green highlighted text “Please click the link to view the sourcing event.”** If vendor does not know his password or needs to reset his login he should contact Jaggaer Supplier support at 1-800-233-1121 (<https://www.jaggaer.com/supplier-support/>).

Proposals received will be publicly acknowledged in Staff Conference Room #100, 1<sup>st</sup> floor, West Wing, which is directly behind the Reception Desk. Proposals received will be publicly acknowledged virtually, via Zoom conference. To request a link to the bid opening, please send an email to [nperez269@alamo.edu](mailto:nperez269@alamo.edu) with a copy to [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu) at least one (1) day prior to the submission deadline. 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 RFP 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, RFP 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 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

Prices are to be quoted FOB destination (freight prepaid). There is not a loading dock or dock ramp at locations. Price(s) must include the cost of profit, labor, materials, tools, equipment, permits freight, packaging, insurance, overhead, etc. No additional charges will be accepted.

Please provide pricing based on the request below. For evaluation purposes, the proposed prices will be used to calculate the price. The actual amount paid will depend on the goods/services purchased. There is NO guaranteed amount of purchase.

The basis of the pricing offered by the vendor must be a "Discount from Catalog" with percentages to be applied to all items in the vendor's published product and service listing or catalog. Discounts may be offered for each class of products if more than one percentage is offered.

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

Alamo Colleges District reserves the right to make multiple awards because of this solicitation.

Purchase of Cosmetology Supplies and Equipment for Students of the Cosmetology Program at Palo Alto College on an Indefinite Delivery Indefinite Quantity (IDIQ) Basis RFP 0065		
Item	Description	Price
1	Cosmetology (Nail, Spa, Skin Care, Barber) Supplies and Equipment	_____ % net discount from list

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. If not submitted through the eBidding portal, has one (1) unbound original 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 RFP been addressed? Yes \_\_\_\_\_ No \_\_\_\_\_
- N. Has information been provided to substantiate minimum qualifications? Yes\_\_\_ No\_\_\_\_
- O. How did Offeror learn about this project? \_\_\_\_\_
- P. Offeror is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Yes \_\_\_\_\_ No \_\_\_\_\_
- Q. The undersigned acknowledges receipt of the following Addenda to the Request for Proposal, the provisions and requirements of which have been taken into consideration in the preparation of this response.  
Addenda Numbers: No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_ No. \_\_\_\_\_

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: \_\_\_\_\_

(SEAL: If Proposal is by a Corporation)

Respectfully Submitted,

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Position with Company

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date City, State Zip

\_\_\_\_\_  
Phone No. Fax No.

\_\_\_\_\_  
E-mail Address



SECTION 6  
PROPOSAL CERTIFICATION

I certify that I, the undersigned, am duly authorized to execute this certification. I have carefully reviewed the RFP 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

	<b>COMPETITIVE PROCUREMENT SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND</b>  <div style="border: 1px solid black; width: 200px; height: 20px; margin: 0 auto;"></div>
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges District”) and \_ (“Contractor”), collectively sometimes referred to herein as “the Parties.”

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

**WHEREAS**, Alamo Colleges District Colleges published a competitive procurement solicitation (“Request”), designated \_\_ 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>). 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:

WORKERS’ COMPENSATION

STATUTORY



Must include coverage for alternate employers and borrowed servants

**EMPLOYER’S LIABILITY**

Each Accident (bodily injury)	\$1,000,000
Policy Limit (bodily injury by disease)	\$1,000,000
Each Employee (bodily injury by disease)	\$1,000,000

**GENERAL COMMERCIAL LIABILITY**

General Aggregate	\$2,000,000
Each Occurrence (bodily injury/property damage)	\$1,000,000
Each Occurrence (personal injury/advertising injury)	\$1,000,000
Each Occurrence (Damage to Premises Rented to You)	\$1,000,000

All coverage must be primary and non-contributory

**BUSINESS AUTOMOBILE LIABILITY**

(if service vehicle operated on property owned or controlled by ACD)

Combined Single Limit (bodily injury/property damage)	\$1,000,000
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Must include all owned, non-owned and hired vehicle

**UMBRELLA/EXCESS LIABILITY**

Each Occurrence	\$1,000,000
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**POLLUTION ON-SITE LIABILITY (if services present risk)**

Each Occurrence	\$1,000,000
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^^ **PROFESSIONAL LIABILITY (Errors & Omissions) (if services present risk)**

Each Occurrence	\$1,000,000
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**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 may be changed by giving 5 business days of notice.
- 13.3 Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 13.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.

- 13.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein. Notwithstanding the foregoing, this Agreement also hereby incorporates by reference the provisions of Alamo Colleges District's Request to the extent not rejected by Contractor in its response to such Request ("Response"), as well as the provisions of that Response, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, without limitation, epidemic. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue,

the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

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

**ALAMO COMMUNITY COLLEGE DISTRICT:**

**CONTRACTOR:**

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

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

Date

Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBITS: Exhibit A - Project Details

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

- 1. Exact Legal Name of Contractor:
- 2. Term of Agreement:
- 3. Project Description:
- 4. Alamo Colleges District Representative 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/933c81083ff9406bbce395b87047e0e2.aspx>):

- 13. Other Requests/Requirements/Conditions/Exclusions:

APPENDIX A  
INTERNSHIP PROGRAM PARAMETERS

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

A. **Role of the Employer**

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

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

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

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

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