



ALAMO
COLLEGES

PURCHASE OF
MUNICIPAL BOND UNDERWRITING SERVICES

REQUEST FOR QUALIFICATIONS(RFQ)
RFQ NO. 16A-010

Release Date: January 6, 2016

Responses must be submitted to:

Alamo Colleges

Purchasing and Contract Administration Department

See addresses in "Key Dates and Meetings"

Response Deadline: February 12, 2016, 2:00 p.m.

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KEY DATES AND MEETINGS

RFQ NAME: Request for Qualifications (RFQ) for Purchase of Municipal Bond Underwriting Services

SUBMITTAL DEADLINE: February 12, 2016, prior to 2:00 pm

DELIVERY LOCATION BY U.S. MAIL:

Alamo Colleges
Purchasing and Contract Administration
Re: Purchase of Municipal Bond Underwriting Services
RFQ # 16A-010
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299

DELIVERY LOCATION BY HAND DELIVERY OR COURIER SERVICE BY OFFEROR:

Alamo Colleges
Purchasing and Contract Administration
Re: Purchase of Municipal Bond Underwriting Services
RFQ # 16A-010
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299

CONTRACT TERM: Any contract awarded by the Board of Trustees as a result of the RFQ will begin September 1, 2016, and terminate August 31, 2017, and have four, one year options to renew upon mutual consent of the contractor and Alamo Colleges.

NOTICE: All questions related to this RFQ are to be directed to Jeremy Taub, Assistant Director, via email to: jtaub@alamo.edu with a copy to dst-purchasing@alamo.edu

GENERAL INFORMATION

A. RFQ Project Scope:

Alamo Colleges is soliciting responses for the purpose of retaining investment banking firms to create a pool with other investment banking firms from which syndicates will be selected for future financing transactions. Emphasis will be placed on experience/underwriting history, distribution capacity and capital position.

B. Description of Alamo Colleges:

The Alamo Community College District (The District) was established in 1945, in accordance with the laws of the State of Texas. The District is considered to be a special purpose, primary government engaged in business-type activities according to the definition in Governmental Accounting Standards Board (GASB) Statement No. 14. While Alamo Colleges receives funding from local, state and federal sources, and must comply with the spending, reporting, and recordkeeping requirements of these entities, it is not a component of any other governmental entity. The District is also known as the Alamo Colleges.

The governing body is the Alamo Colleges Board of Trustees which is comprised of nine individuals, elected to staggered six year terms, from individually drawn single-member districts covering Bexar County. The Board of Trustees operates with five sub-committees which are typically comprised of a Chairperson and three members. The Board Chairman is Ex-Officio member on all committees. The Board's procedure has been to rotate all Chairperson Assignments every two years. The standing committees are as follows:

- Academic Accountability and Student Success Committee
- Audit, Budget and Finance Committee
- Building, Grounds & Sites Selection Committee
- Legal Affairs Committee
- Policy and Long Range Planning Committee

Alamo Colleges serves the educational needs of Bexar County and surrounding communities through its colleges and educational centers. The Alamo Colleges, a comprehensive two-year system, is dedicated to providing quality education and workforce training to the people of Bexar and surrounding counties. The District includes four institutions that are separately accredited by the Southern Association of Colleges and Schools (SACS). The fifth college is preparing to submit its application for candidacy. The Colleges provide:

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

Student enrollment for the Spring 2015 semester was 57,900 students. Students are taught by highly qualified faculty, generally with Master's and Doctorate degrees, committed to creating a learning centered environment. Student services include counseling, computer labs, and tutoring, financial services, services for the disabled, developmental instruction, veterans' services, and job placement.

The Alamo Colleges include two Hispanic-serving Institutions; one of the nation's only institutions that is both a Historically Black College and a Hispanic-serving Institution; the nation's third

largest producer of Hispanic nurses; and Texas' largest provider of online post-secondary education. A vibrant international program brings Central American teachers to San Antonio for advanced education while affording students and faculty the opportunity to travel to all regions of the world. Alamo Colleges has been a leading recipient and distributor of Pell Grants in Texas for several years.

The District's central office at 201 W. Sheridan St. in San Antonio is the location for Alamo Colleges Administration, Human Resources, Legal Services, Ethics and Compliance Office, and the District Internal Audit Office. The 811 W. Houston St. location houses the District Information Technology Services Department, and the Finance and Fiscal Services Department. Other District operations are distributed throughout the Bexar County, including the Purchasing and Contract Administration Department and Alamo Colleges Foundation which are at 1819 N. Main Ave.; Facilities Operation and Construction Management Department which is at 7990 Pat Booker Road in Live Oak, Texas; and the Alamo University Center which is at 8300 Pat Booker Road in Live Oak, Texas. Alamo Colleges has satellite locations and small remote locations in New Braunfels, Floresville, and Kerrville that provide limited student services.

Offerors can visit Alamo Colleges' website at <http://www.alamo.edu> to learn about Alamo Colleges.

C. Definition of Terms:

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

D. The list of current bonds outstanding as of November 30, 2015 is as follows:

Description	Bonds Issued to Date	Bonds outstanding 11-30-15
General Obligation Limited Tax Refunding 2012	\$ 74,110,000	\$ 74,110,000
General Obligation Limited Tax 2007A	\$ 63,490,000	\$ 34,140,000
General Obligation Limited Tax 2007	\$ 271,085,000	\$ 173,420,000
General Obligation Limited Tax 2006A	\$ 49,580,000	\$ 45,020,000
General Obligation Limited Tax 2006	\$ 60,710,000	\$ 38,180,000
SUBTOTAL GENERAL OBLIGATION BONDS	\$ 518,975,000	\$ 364,870,000
Maintenance Tax Notes Refunding 2014	\$ 40,665,000	\$ 36,770,000
Maintenance Tax Notes 2011	\$ 54,795,000	\$ 39,325,000
Maintenance Tax Notes 2007	\$ 81,110,000	\$ 2,785,000
Maintenance Tax Notes 2006	\$ 30,435,000	\$ 20,480,000
SUBTOTAL MAINTENANCE TAX NOTES	\$ 207,005,000	\$ 99,360,000
Revenue Financing System 2012 A	\$ 55,800,000	\$ 54,575,000
Revenue Financing System 2012 B (taxable)	\$ 22,295,000	\$ 4,680,000
SUBTOTAL REVENUE BONDS	\$ 78,095,000	\$ 59,255,000
TOTAL ALL ISSUES	\$ 804,075,000	\$ 523,485,00

The underlying ratings of the tax supported debt is Aaa/AA+, and the revenue supported debt is rated Aa2/AA-.

- E. First Southwest Company serves as Financial Advisor to the Alamo Colleges, and Norton Rose Fulbright serves as bond counsel.
- F. The Board of Trustees of Alamo Colleges has approved several financing transactions for the fiscal year 2016 ending August 31, 2016:
 - 1. Defease \$10,060,000 Series 2006 \$2,785,000 and Series 2007 Maintenance Tax Notes (February 2016)
 - 2. Refund Series 2006 and Series 2006A Limited Tax Notes (April/May 2016). Note: the syndicate for this refunding has been selected.
- G. At the time of issuance of this RFQ, the following financing activities are anticipated for Alamo College's fiscal year 2017 and beyond. Syndicates for these transactions will be selected from the underwriters' pool resulting from this RFQ.
 - 1. The Board of Trustees has approved issuing up to \$55,000,000 new money Revenue Bonds to build a District Support Office building. Projected timing is late 2016/early 2017.
 - 2. The Board of Trustees has approved the formation of a Citizen's Advisory Committee in conjunction with a \$400 million Capital Improvement Plan. It is anticipated that the issue will go to the voters 2016 or 2017. The preliminary plan calls for the bonds to be issued in three even tranches.

A copy of Alamo Colleges' Debt Policy may be found:

<http://www.alamo.edu/uploadedFiles/District/Employees/Departments/Ethics/pdf/policies/C.3.1-Policy.pdf>

Other information regarding Alamo Colleges' debt may be found on the Alamo Colleges Transparency website:

<http://www.alamo.edu/district/fiscal-services/reports>

SECTION 1 SCOPE OF WORK

A. Underwriting Pool:

1. Alamo Colleges will create a pool of firms which may be asked to serve as underwriters for any or all financing activities. The firms will be recommended to the Alamo Colleges Budget, Finance and Audit Committee, and the Board of Trustee for approval. The term of the pool is 3 years with the ability to extend for two 1 year periods. Alamo Colleges, at its sole discretion, may select a team from this pool for a financing transaction that may consist of senior manager, co-senior manager, co-managers and/or selling group members, with any combination or number of participants depending upon size and complexity of the transaction. If variable rate debt is issued, one or more remarketing agents will be selected. Alamo Colleges reserves the right to change the composition of the selected underwriting pool at any time. A firm that serves as a member of the underwriting pool will not be permitted to serve as Financial Advisor to Alamo Colleges.
2. Both during and after the completion of each bond financing transaction, Alamo Colleges will evaluate the pricing of the underwriting team compared with the market and will analyze each underwriting team member's contribution with regard to sales performance and cooperation with other members of the syndicate.
3. The following are reasons that would be considered in removing a firm from the underwriting pool:
 - Failure to demonstrate the firm's ability to market/sell Alamo Colleges' debt or act in the best interest of Alamo Colleges, as determined by Alamo Colleges Staff and the Financial Advisor
 - Firm bringing legal action to the Alamo Colleges
 - Lawsuits being filed against the firm by clients
 - Disciplinary action, investigation or lawsuits taken against the firm by regulatory authorities, such as the Securities and Exchange Commission (SEC), Municipal Securities Rulemaking Board (MSRB) or the National Association of Securities Dealers (NASD)
 - Firm no longer having an office in Texas
 - Contact with any Board Trustee or employee, other than authorized contacts, to advocate for inclusion of the firm in underwriting transactions
4. Firm must disclose to the Alamo Colleges within 30 days of the event any of the following events:
 - Lawsuits being filed against the firm by clients
 - Disciplinary action, investigation or lawsuits taken against the firm by regulatory authorities, such as the Securities and Exchange Commission (SEC), Municipal Securities Rulemaking Board (MSRB) or the National Association of Securities Dealers (NASD)
 - Firm no longer having an office in Texas

SECTION 2

TERMS AND CONDITIONS OF THE RFQ AND SUBMISSION OF RESPONSE

A. Terms and Conditions of the RFQ:

1. Award of Contract

Award will be made to the Offeror which provides the best value to the Alamo Colleges on the basis of demonstrated competence and qualifications to perform the services. Alamo Colleges reserves the right to accept or reject any and/or all responses, and to waive any and/or all formalities and irregularities in the responses received and re-solicit, as deemed necessary. Alamo Colleges reserves the right to make multiple awards as a result of this solicitation.

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

This solicitation is voluntarily undertaken by the District. The services subject to this RFQ, if considered to be professional services, would not be governed by the procurement elements of the Texas Education, Government or Local Government Codes. Accordingly, the District's assessment of responses received is not limited by any statute to its published criteria. However, the District expects that its selection will be based upon its assessment of the following:

- (1) on the basis of demonstrated competence and qualifications to perform the services; and
- (2) for a fair and reasonable price.

2. Qualifications

The response to the following will be used in determining qualifications:

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

- 2.1** The firm is a broker/dealer registered and with the SEC - Securities and Exchange Commission , FINRA – Financial Regulatory Authority and MSRB- Municipal Securities Rulemaking Board, be registered with the Texas State Securities Board, and must provide evidence of meeting this qualification with its response.
- 2.2** The firm has an office in the state of Texas, and must provide evidence of meeting this qualification with its response.

3. Competency

- 1) Firm experience
- 2) Team / Personnel experience
- 3) Financing ideas
- 4) Distribution capability
- 5) Capital capacity
- 6) The firm's past relationship with the district

The response to the following will be used in evaluating competency:

- 3.1** Provide a concise overview of your company's commitment to the public finance industry, including recent and relevant changes in ownership, management or staffing.
- 3.2** Is your firm considered a National, Regional or Texas investment banking firm?
- 3.3** Provide the relevant experience and office location(s) of the following:
 - 3.3.1** Investment Banker assigned to serve the Alamo Colleges
 - 3.3.2** Lead Underwriter responsible for pricing and marketing Alamo Colleges' transactions
 - 3.3.3** Other person's assigned to Alamo Colleges' transactions, indicating their responsibilities on the account
- 3.4** Provide your firm's most recent total capital information, to include total firm capital, total equity capital, net capital and excess net capital available for municipal finance transactions.
- 3.5** Provide an instance that demonstrates the firm's willingness to underwrite bonds during volatile market conditions.
- 3.6** Describe your firm's experience during the past two years for public financings in higher education or school districts in the state of Texas. Please provide the information in a spreadsheet format with the following column heading from left to right:
 - 3.6.1** Issuer name
 - 3.6.2** Issuer contact information (note: this information may be used as a reference check)
 - 3.6.3** Type of transaction (noting fixed or variable rate; taxable or tax-exempt)
 - 3.6.4** Par amount
 - 3.6.5** Closing date
 - 3.6.6** Negotiated or competitive sale
 - 3.6.7** Your firm's role (e.g. senior manager, co-manager, financial advisor, selling group member).
- 3.7** From the list above, select up to three transactions and describe how your firm created debt capacity, enhance credit rating, generated saving, lowered costs, committed to underwrite unsold bonds, or otherwise added value.
- 3.8** Describe your firm's municipal bond distribution capability for both taxable and tax exempt bonds. Describe in a table the following:
 - 3.8.1** Underwriting location- number of underwriters
 - 3.8.2** Traders
 - 3.8.3** Institutional sales personnel
 - 3.8.4** Middle market sales personnel
 - 3.8.5** Retail sales personnel
 - 3.8.6** Other channels other than own captive sales force
- 3.9** Describe what you see as an appropriate mix of buyers for a \$135 million 30 year fixed rate tax supported issue with Aaa/AA+ rating. Provide a brief summary of how your firm would pre-market such an issue to the target market.

- 3.10** In Attachment I, of the RFQ, complete the table using current market conditions indicating coupons, yields, spread to MMD and takedown per bond to provide the lowest cost of funds for the structure provided in Attachment I, assuming underlying GO rating of Aaa/AA+. Indicate the reference date you used.
- 3.11** Describe your firm's policy as Senior Manager for allocation of bonds to the other syndicate members. Provide example of a recent transaction with description of designation policy for transaction and allocation of orders and dollars distributed.
- 3.12** List all presentations/financial analyses your firm has presented to Alamo Colleges, either to a Staff member, Administrator, Trustee, or to First Southwest Company within the past 2 years, including dates, person receiving the information and a summary of the information presented. Do not include routine market update emails.
- 3.13** List innovative financing techniques, suggestions or ideas that would be relevant to Alamo Colleges planned financings as described above. If any were used in an actual transaction within the last 2 years, indicate the individuals involved, outcome, and contact information for the issuer.
- 3.14** Within the last five years, has your firm or any current or former employee of your firm been involved in any material litigation, administrative proceeding, violation of or investigation relating to any regulatory agency rules? If so, provide an explanation and the current status.
- 3.15** Are there any planned mergers with or acquisitions of other companies that would impact this engagement?
- 3.16** Are there any other resources or capabilities that your firm would bring to Alamo Colleges financing programs that are not otherwise demonstrated in the responses to the questions above?

4. Acknowledgment of Addenda

Any clarifications or interpretations will be issued in written addendum form, and such addenda will be included as part of the Response Documents. Offeror shall acknowledge receipt of addenda in the spaces provided in the Response form. Only written interpretations or corrections officially issued by an addendum shall be binding.

5. Release of Information

The Alamo Colleges is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges 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 will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

6. Insurance

The insurance requirement is enumerated in Section 7.

7. Errors/omissions made in the responses will be interpreted in favor of the Alamo Colleges. In the event of mathematical error(s), the unit cost shall prevail and the Offeror(s) total offer may be corrected accordingly.
8. Written questions must be received at least seven (7) calendar days prior to deadline for responses. Alamo Colleges is not responsible for misdirected or undelivered submissions.
9. Offerors certify as a condition of award that they have not engaged in collusion with any firm or person in relation to the preparation, submittal or award of this response. 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 response.
10. The Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official in connection with this response.
11. Responses must be valid for one hundred twenty (120) days after closing date for evaluation purposes.
12. Offeror must state on the response form whether they owe State of Texas margin taxes (formerly franchise tax).
13. The Alamo Colleges qualifies for exemption of the Texas Limited Sales, Excise and Use Tax; sales tax will not be charged on these purchases. A tax-exemption certificate will be provided to the awarded firm.
14. Alamo Colleges will not reimburse Offerors responding to this RFQ for any expenses incurred in preparing or presenting responses. Alamo Colleges reserves the right to retain all responses and to use any ideas submitted in a response regardless of whether the response is selected.
15. Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the RFQ is assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the response, other than variances deemed minor by Alamo Colleges. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.
16. Notification of Criminal History of Contractor. A person or business entity that enters into a contract with Alamo Colleges must give advance notice to the Alamo Colleges 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 may terminate a contract with a person or business entity if the Alamo Colleges 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 must compensate the person or business entity for services performed before the termination of the contract. The criminal history notification requirement does not apply to a public held corporation.

17. Family Code. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, response 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.
18. Texas Resident Information: Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.
19. Disclosure of Interest

All Offerors must disclose the name(s) of any of its employees, officers, directors, subcontractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of the District. Further, all Offerors must disclose the name of any District employee, or Board of Trustees member, who has directly or indirectly, any financial interests in Offerors firm or any of its branches, submit this information on an attachment to the response which is to be titled "Disclosure of Interest" and included the person's name, position, and the extent of financial or other interest the person(s) has in Offeror's business affairs.

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

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

21. The Alamo Colleges make environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organization in order to be deemed environmentally preferable.
22. Student Internship Program: The Alamo Colleges are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance (A-CEP). Bidders/Offerors are encouraged to participate in this program which offers real life learning experiences for students in a workplace setting. For further information about the program, please contact Purchasing and Contract Administration, dst-purchasing@alamo.edu.
23. Continuous Improvements: Offeror is to propose a plan for improving service delivery during the contract period.

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

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

B. Preparation of Response:

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

C. Submission of Response:

1. Signed and sealed responses shall be submitted prior to 2:00 pm. local prevailing time on February 12, 2016. Offeror must provide one (1) original, five (5) bound copies and one (1) electronic copy on CD (preferred format for electronic copy is Word or PDF), and delivered to:

By U.S. Mail or Courier Service to the following address:

Alamo Colleges
Purchasing and Contract Administration Department
Re: Purchase of Municipal Bond Underwriting Services
RFQ # 16A-010
1819 N. Main Ave., Box 693
San Antonio, TX 78212-4299

By hand delivery by Offeror to the following address:

Alamo Colleges
Purchasing and Contract Administration Department
Re: Purchase of Municipal Bond Underwriting Services
RFQ # 16A-010
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, TX 78212-4299

Responses received will be publicly acknowledged in the Conference Room #401. Any responses received after that time and date will be rejected and returned unopened. No response may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A response may be withdrawn, however, and resubmitted any time prior to the time set for receipt of responses. E-mailed or faxed responses will not be accepted.

2. Responses should be submitted in narrative form comprehensively covering all points in Scope of Work and RFQ Requirements in the order listed.
3. Responses 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, RFQ 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 7) shall be completed and submitted to the Alamo Colleges 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 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 will use best efforts to notify you by email shortly before the availability date for their responses.

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

SECTION 3
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 response 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 offering 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 against any and all liability arising out of acts or failures to act by the firm or its officers, agents or employees? Yes ____ No ____
- J. Has one (1) unbound original, five (5) bound copies, and one (1) electronic version on CD of the response 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 qualification. Any exceptions must be stated in the response. Yes ____ No ____
Exceptions: (Use additional pages, if necessary) _____
- M. Has all requested information in the RFQ been addressed? Yes ____ No ____
- N. How did Offeror learn about this project?

- O. The undersigned acknowledges receipt of the following Addenda to the Request for Qualification, the provisions and requirements of which have been taken into consideration in the preparation of this response.

Addenda Numbers: No. _____ No. _____ No. _____ No. _____

SECTION 4

CERTIFICATION OF NON-COLLUSION

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

FILL IN APPLICATION INFORMATION:

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

A Partnership, composed of : _____

An Individual, operating under the name of: _____

(SEAL: If Response 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 5
RESPONSE CERTIFICATION

I certify that I, the undersigned, am duly authorized to execute this certification. I have carefully reviewed the RFQ 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. It is recognized that all parts of the response become the property of Alamo Colleges and will not be returned.

Signature

Email Address

Printed Name

Telephone Number

Title

Fax Number

Firm / Offeror Name

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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.

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

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

Name of Officer

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

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

☐ 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

SECTION 7
TERMS AND CONDITIONS OF THE CONTRACT

 ALAMO COLLEGES	COMPETITIVE PROCUREMENT SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND _____
---	--

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

WHEREAS, Alamo Colleges 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 published a competitive procurement solicitation ("Request"), designated CS_ #15_-__ to obtain _____ services for Alamo Colleges at its campus locations and district offices; and

WHEREAS, Contractor responded to such Request and desires to provide such services to Alamo Colleges 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 and Contractor hereby agree as follows:

1. DEFINED TERMS.

- 1.1** "Project" means to provide _____ services for the Alamo Colleges at its campus locations and district offices.
- 1.2** "Project Coordinator" means the designated employee of Alamo Colleges who will manage the relationship between Alamo Colleges 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.

To provide _____ services for the Alamo Colleges at its campus locations and district offices.

3. PROJECT DELIVERABLES.

3.1 Contractor agrees to:

- a. ;
- b. ;
- c. ;
- d. ; and
- e. .

3.2 Alamo College agrees to:

- a. ;
- b. ;
- c. ;
- d. ; and
- e. .

4. **SUPPLEMENTAL DELIVERABLES OR RATE CHANGES.** Additional services resulting from project modifications or changes will be performed at Contractor's discretion with Alamo Colleges' 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 and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties agree to comply with all applicable provisions of the Family Education Rights and Privacy Act 20 (USC §1232g), and all other law and regulations applicable to the operation of Alamo Colleges and the Project. The Parties agree to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. The Parties further agree to make no distinction on the basis of race, color, gender, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. For the purpose of this Agreement, such distinctions include, without limitation, the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.

9. **INSURANCE.**

- 9.1 Alamo Colleges maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.
- 9.2 Contractor shall obtain at its own cost insurance to its activities pursuant to this Agreement

at the following minimum levels of coverage:

WORKERS' COMPENSATION	STATUTORY
Must include coverage for alternate employers and borrowed servants	
EMPLOYER'S LIABILITY	
Each Accident (bodily injury)	\$1,000,000.00
Policy Limit (bodily injury by disease)	\$1,000,000.00
Each Employee (bodily injury by disease)	\$1,000,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Aggregate Limit (products/completed operations)	\$2,000,000.00
Each Occurrence (products/completed operations)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
BUSINESS AUTOMOBILE LIABILITY	
Combined Single Limit (bodily injury/property damage)	\$1,000,000.00
Must include all owned, non-owned and hired vehicle	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000.00
POLLUTION ON-SITE LIABILITY (if services present risk)	
Each Occurrence	\$1,000,000.00

Contractor shall, at the time of execution of this agreement, provide Alamo Colleges 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.

The Workers' Compensation, Commercial General Liability and Business Automobile Liability policies will, to the fullest extent allowable by Law, include a waiver of subrogation in favor of Alamo Colleges. The Commercial General Liability policy will (i) include Alamo Colleges as additional insured and (ii) be primary and non-contributory with respect to any insurance or self-insurance maintained by Company. The Errors and Omissions policy will include Alamo Colleges as additional insured. Any additional insured endorsement may be either specific to the Company Insured Group or "blanket" or "automatic" (i.e., addressing any person or entity), as required by contract. Thirty (30) days' notice of cancellation should be provided for all policies. Contractor agrees to waive subrogation against the Alamo Colleges, its officers, employees, and elected officials, and elected representative for injuries, including death, property damage, or any other loss to the same may be covered by the proceeds of insurance.

10. PAYMENT.

10.1 Contractor shall submit all invoices to Alamo Colleges at the following address:

Alamo Colleges
Accounts Payable
811 W. Houston, San Antonio, TX 78207-3033
Email: dst-accountspayable@alamo.edu

Invoices must include the purchase order number, date of service, name of college, and a description of service.

- 10.2 Alamo Colleges will pay approved invoices within forty-five (45) days of receipt. Invoices shall be sent on a net 45 basis unless discount terms are offered.
- 10.3 Payments for goods and/or services may be made either by Alamo Colleges Procurement card (Pcard) or by direct deposit to the vendor/contractor's designated banking account. Potential offerors may comment or submit questions concerning compliance with this requirement in accordance with the instructions for submission of questions prior to the receipt of responses. Vendor/contractors wishing to participate in direct deposit may obtain the necessary form at <http://www.alamo.edu/district/fiscalaffairs.html>, click on "forms" and select "direct deposit form-expenses."
- 10.4 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, Alamo Colleges will pay ("Final Payment") to Contractor the amount due under the Final Invoice under the terms established by Texas law.
- 10.5 Notwithstanding any provision to the contrary, Alamo Colleges will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.
- 10.6 **Delinquency in Payment** – If the Contractor is a corporation and becomes delinquent in the payment of its Texas Margin Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied. The Contractor may not be included on a list of vendors debarred from doing business with the State of Texas or the U.S. Federal government.

11. **TERM AND TERMINATION.** The Term of this Agreement shall commence on date fully executed and terminate on **August 31, 2017**, and four, one year options to renew upon mutual consent and by written agreement signed by both parties.

- 11.1 **Termination without Cause.** If either Alamo Colleges or Contractor desires to terminate this Agreement, each may do so without any liability therefore by delivering written notice to the other party no later than sixty (60) days prior to termination. Contractor's fees due on termination without cause will be prorated based on the portion of authorized work completed.
- 11.2 **Material Breach.** This Agreement may be terminated by Alamo Colleges 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.
- 11.3 **Current Revenues Only.** Alamo Colleges commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges 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 Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges' obligations under the Agreement, consistent with the maintenance of reasonable reserves.

12. **LICENSES, PERMITS, TAXES AND FEES.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

13. **GENERAL TERMS.**

13.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.

Notices to Alamo Colleges:

.

With Copy to College:

Department of Purchasing and Contract Administration
Gary O'Bar, C.P.M.
Alamo Colleges
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, TX 78212-4299
Email: dst-purchasing@alamo.edu

Notices to Contractor:

.

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

13.3 **Identity Theft Prevention and Notification.** Consultant's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges' employees, students, and/or vendors. Consultant agrees to use best practices 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.

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. This Agreement may not, in total or part, be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of both parties. Sixty (60) calendar days' written notice is required for any change in status.

- 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 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' Request, as well as those provisions of Contractor's response to that Request ("Response") that did not reject the requirements of that Request, to the extent that such provisions are not inconsistent with specific provisions of this Agreement.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following

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

- 13.15 Indemnification and Release.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges, 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' 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 SUCH INJURY, DEATH OR DAMAGE WAS CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. Alamo Colleges 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, regardless of how characterized.
- 13.16 Release of Liability.** CONTRACTOR HEREBY RELEASES Protected Parties from all liability for 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, whether contributory, sole, or joint, PAST OR FUTURE, arising out of this Agreement.
- 13.17 Release of Information.** Alamo Colleges 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 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 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 for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges be liable for any costs, damages, or claims of any

nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.

- 13.18 Independent Contractors.** Contractor and Alamo Colleges 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. 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. Contractor and Alamo Colleges further agree that nothing in this Agreement shall be construed to create a borrowed servant status with the employees of the other party.
- 13.19 Records.** Contractor agrees to keep all financial and supporting documents, statistics, and any other records pertinent to this Agreement throughout its Term and for one (1) year thereafter, but for five (5) years thereafter if any portion of any payment hereunder is made from grant-sourced funds. Contractor further agrees that Alamo Colleges or any grantor of payment funds, or any of their duly authorized representatives, at any time, will have access to, and the right to audit and examine, any such records for the purpose of financial audit or business practice review and to refund any overpayments disclosed by any such audits.
- 13.20 Assignment-Delegation.** No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges. All correspondence will be directed to the Alamo Colleges Purchasing and Contract Administration Department, 1743 N. Main Ave., Bldg. 41, Room 101, San Antonio, Texas 78212. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 13.21 Payment Card Industry Data Security Standards (PCI-DSS) Compliance.** Should any goods or services provided under this contract fall under the requirements of the PCI-DSS, the Contractor represents and warrants that for the term of the contract, the software, hardware and/or services used for processing payment card transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index/shtml>) . Contractor agrees to indemnify and hold Alamo Colleges, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of Alamo Colleges customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such card or identity information. Contractor agrees to notify the Alamo Colleges of any security breach involving the aforementioned data within one business day after discovery of the breach. Contractor further agrees to provide Alamo Colleges a current certificate of PCI compliance on an annual basis at the commencement and during the contract term and/or any extension thereof.
- 13.22 Contractor Parking.** Contractor will abide by the Alamo Colleges Parking Policies at <http://www.alamo.edu/uploadedFiles/District/Employees/Departments/Ethics/pdf/policies/C.2.2-Policy.pdf>
- 13.23 Right to Audit.** For the purpose of such audits, inspections, examinations and evaluations, the Alamo Colleges' agent or authorized representative shall have access at any time to said records from the effective date of this contract for the duration of the work

and until three (3) years after the date of final payment to the Contractor by Alamo Colleges pursuant to this contract. Alamo Colleges' agent or its authorized representative shall have access to the Contractor's facilities, all necessary records and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this article. Alamo Colleges' agent or its authorized representative shall give Contractor reasonable advance notice of intended audits. The Contractor will provide the Alamo Colleges with notice in writing of the location, by address, of all such books and records and the name of the custodial thereof.

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

ALAMO COMMUNITY COLLEGE DISTRICT:

COMPANY NAME:

By: _____
Gary O'Bar, C.P.M. Date
Director Purchasing & Contract Administration

By: _____
Date
Print Name: _____
Title: _____

APPENDIX A INTERNSHIP PROGRAM PARAMETERS

The general responsibility for the success of internship programs lies with the Alamo Colleges, participating employers, and interns. The Alamo Colleges 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 include the following:

A. Role of the Employer

1. To list internship opportunities and job descriptions with the Alamo Colleges (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 that includes internship: learning objectives, term, schedule, compensation, and course evaluation process, using approved Alamo Colleges format/forms.
6. To assist interns to meet learning objectives during the internship period.

B. Role of the Alamo Colleges

1. The Alamo Colleges 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.
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 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 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. 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, and the intern. All sign the document as an indication of commitment to making the internship a rewarding experience for all parties.

ATTACHMENT I

Complete the following table using current market conditions indicating coupons, yields, spread to MMD and takedown per bond to provide the lowest cost of funds for the structure provided below assuming underlying GO rating of Aaa/AA+. Indicate the reference date you used.

Maturity 2-15	\$135MM Par	Coupon %	MMD	Yield %	Spread to MMD	Takedown (per bond)
2017	2,175,000					
2018	2,275,000					
2019	2,380,000					
2020	2,490,000					
2021	2,605,000					
2022	2,725,000					
2023	2,850,000					
2024	2,980,000					
2025	3,115,000					
2026	3,260,000					
2027	3,410,000					
2028	3,565,000					
2029	3,730,000					
2030	3,905,000					
2031	4,085,000					
2032	4,270,000					
2033	4,465,000					
2034	4,675,000					
2035	4,890,000					
2036	5,110,000					
2037	5,350,000					
2038	5,595,000					
2039	5,850,000					
2040	6,120,000					
2041	6,405,000					
2042	6,700,000					
2043	7,005,000					
2044	7,330,000					
2045	7,665,000					
2046	8,020,000					
Total	135,000,000					