



ALAMO  
COLLEGES  
DISTRICT

PURCHASE OF CONSTRUCTION SERVICES  
FOR WATSON FINE ARTS CENTER BLACK BOX  
THEATER ADDITION AT  
ALAMO COLLEGES DISTRICT –  
ST. PHILIP’S COLLEGE

REQUEST FOR PROPOSAL  
RFP NO. 2025-0070  
RELEASE DATE: NOVEMBER 4, 2024

Proposals must be submitted to:  
Alamo Colleges District  
Purchasing and Contract Administration Department  
See addresses in “Instruction to Offerors.”

Pre-Proposal Meeting: NOVEMBER 19, 2024

Proposal Deadline: DECEMBER 10, 2024

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RFP NUMBER: 2025-0070

LOCATION OF WORK St. Philip’s College  
1801 Martin Luther King Drive  
San Antonio, TX 78203

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Project Manual: PBK, Vol 841 Pages WAFB Black Box Addition for the Alamo Colleges District – St. Philip’s College, Dated: May 10, 2024	
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## SECTION 1: KEY DATES AND INFORMATION

- RFP NAME:** Request for Proposal (RFP) for Purchase of Construction Services for Watson Fine Arts Center Black Box Theater Addition at Alamo Colleges District – St. Philip’s College
- PRE-PROPOSAL MEETING:** A Pre-Proposal meeting and site visit is scheduled for Tuesday, November 19, 2024. The meeting will begin at 9:00 a.m. at St. Philip’s College, Turbin Student Center (TSC), Room 216. The Pre-Proposal meeting is not mandatory; however, attendance is strongly encouraged.
- CLOSURE:** The Alamo Colleges District will be closed from December 19, 2024, through January 1, 2025. 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 on January 2, 2025.
- SUBMITTAL DEADLINE:** DECEMBER 10, 2024, prior to 2:00 p.m. CT.
- DELIVERY LOCATION:** Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or deliver a sealed proposal to:
- Alamo Colleges District  
Purchasing and Contract Administration  
Re: Purchase of Construction Services for Watson Fine Arts Center  
Black Box Theater Addition at Alamo Colleges District – St. Philip’s  
College  
RFP # 2025-0070  
Reception Desk  
2222 N. Alamo St.  
San Antonio, Texas 78215
- CONTRACT TERM:** This is a one-time purchase
- THE ESTIMATED BUDGET:** The estimated budget for this Project is \$11,000,000-\$14,000,000.00.
- NOTICE:** All questions related to this RFP are to be directed to Maria Velma Bates, Assistant Director Purchasing & Contract Administration via email to: [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu) list the title in the subject line.



## SECTION 2: BACKGROUND

### A. 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 is 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.

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

- St. Philip's College Southwest Campus
- Westside Education and Training Center
- Workforce Center of Excellence

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**

- 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 & 2024).
- 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.

### **B. 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 this RFP.
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 3: INSTRUCTIONS TO OFFERORS

This Section Includes:

- A. Request for Proposal Submission
- B. Budget and Intent
- C. Contract Time
- D. Definitions
- E. Contract Documents Identification
- F. Availability of Documents
- G. Examination of Documents
- H. Inquiries and Addenda
- I. Product Substitutions
- J. Pre-Proposal Meeting
- K. Offeror Background
- L. Submission Procedure
- M. Proposal Ineligibility
- N. Performance Assurance
- O. Additional Proposal Information
- P. Proposal Evaluation Criteria
- Q. Proposal Deadline
- R. Duration of Offer
- S. Acceptance of Offer
- T. Family Code Certification
- U. Franchise Tax Delinquency
- V. Release of Information
- W. Reimbursement
- X. Notification of Criminal History of Contractor
- Y. Texas Resident Information
- Z. Environmental Considerations
- AA. Continuous Improvements
- BB. Fair Labor Standards Act
- CC. Certificate of Interested Parties - HB 1295
- DD. Mission, Vision, and Values
- EE. Israel Boycott
- FF. Procurement of Recovered Materials
- GG. Civil Rights Act of 1964
- HH. Alternates
- JJ. Proposal Package

### A. REQUEST FOR PROPOSAL SUBMISSION

1. Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or signed and sealed proposals will be accepted at the Alamo Colleges District Purchasing and Contract Administration Department, located at 2222 N. Alamo St. on December 10, 2024, until 2:00 p.m. CT
2. Amendments to submitted proposals will be permitted when received in writing prior to proposal opening and when endorsed by the same party or parties who signed and sealed the proposal.
3. Offerors may withdraw their proposal by written request at any time before the proposal deadline.

**B. BUDGET AND INTENT**

1. The intent of this request for proposals is to obtain offers for the Purchase of Construction Services for Watson Fine Arts Center Black Box Theater Addition at Alamo Colleges District – St. Philip’s College in accordance with the Contract Documents.
2. Additional work requiring an approved change order must not be commenced until written authorization to proceed has been received from the Alamo Colleges District. Work completed without such authorization will not be recognized or paid for by Alamo Colleges District.
3. In the event of a conflict between the front-end documents (Instructions to Offerors, and General Conditions) and the technical specifications/drawings, the front-end documents will prevail. Further, in the event of a conflict between the technical specifications and the drawings, the specifications shall prevail. In all instances where discrepancies exist between the requirements of the individual sections of the whole documents, the most stringent requirement shall apply.
4. The work of this project shall comply with all applicable federal, local, city and state codes, laws, regulations, and ordinances.

**C. CONTRACT TIME**

1. An Offeror by submission of a proposal agrees to substantially complete the work covered by this proposal within no more than 365 calendar days after issuance of the Notice to Proceed. However, if Offeror can achieve substantial completion sooner, Offeror shall state that lesser Contract Time (in calendar days) in the Project Management, Performance and Resources section of its Proposal.
2. Generally, the work shall be scheduled during weekdays, between the hours of 8:00 a.m. and 5:00 p.m. Contractors will be allowed to work in the evenings, holidays, and/or weekends when given written approval from the Alamo Colleges District Facilities Operations and Construction Management Department. The scheduled Alamo Colleges District holidays are as follows:

Thanksgiving Break	November 28-29, 2024
Winter Break	December 19, 2024 - January 1, 2025
Martin Luther King Jr. Day	January 20, 2025
Spring Break	March 17 - 23, 2025
Cesar Chavez Holiday	March 31, 2025
Easter Holiday	April 18-20, 2025
Fiesta Holiday	May 2, 2025
Memorial Day	May 26, 2025
Juneteenth Holiday	June 19, 2025
Independence Day	July 4, 2025

Additionally, the Contractor shall schedule his work operations to meet Owner occupancy requirements during the contract period. Chilled water and hot water final connection to buildings shall be scheduled after hours or over weekends with campus Facilities Department.

3. The Alamo Colleges District requires the work on this contract be completed as quickly as possible. Consideration will be given to the estimated time of completion when evaluating submitted proposals.
4. The official date of substantial completion shall be determined by the design team and the Owner in accordance with the contract documents.

If the contractor fails to substantially complete the work by the dates established in the contract documents for substantial completion, liquidated damages will be assessed, not as a penalty, rather as a reasonable forecast of just compensation for damages. An amount will be deducted from the money due or to become due to the contractor as follows:

Liquidated damages – One Thousand Dollars (\$1,000.00) per calendar day

D. DEFINITIONS

1. Proposal Documents: Contract Documents supplemented with Instructions to Offerors, Proposal Form and Appendices, and bid securities, identified.
2. Contract Documents – located in Section 6.
3. Proposal: Executed Proposal Form and required attachments submitted in accordance with these Instructions to Offerors.
4. Proposal Price: Monetary sum identified by the Offeror in the Proposal Form.
5. Any use of the terms “Bid” or “Bidding” contained in any of the Proposal or Contract Documents and referring to the submission of a price or proposal by the Offeror for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Request for Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Offeror making the proposal.
6. Days: The term "Days" shall be construed to mean "Calendar days", unless otherwise indicated.

E. CONSTRUCTION DOCUMENTS IDENTIFICATION

The Construction Documents are identified as the Purchase of Construction Services for Watson Fine Arts Center Black Box Theater Addition at Alamo Colleges District – St. Philip’s College, RFP No. 2025-00--, as prepared by PBK Architecture and identified in the Project Manual.

F. AVAILABILITY OF DOCUMENTS

1. Proposal Documents may be obtained from the Alamo Colleges District Purchasing and Contract Administration website at <http://www.alamo.edu/district/purchasing/bids/> and the eSource portal at [Alamo Colleges District e-Bidding portal](#).
2. No paper documents will be provided.

G. EXAMINATION OF DOCUMENTS

1. Upon receipt of Proposal Documents verify documents are complete. Notify Alamo Colleges District Purchasing and Contract Administration Department if documents are incomplete.
2. Immediately notify Maria Velma Bates, by email at [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu) upon finding discrepancies, conflicts, or omissions in the Proposal Documents.
3. Offerors are required to thoroughly familiarize themselves with all the provisions of the Instructions, Conditions, and Requirements of the Contract, the Bonds, the Drawings, Plans, and Specifications. They are further required to inspect the site of the Work and inform themselves of all conditions affecting the execution of the Work to be performed prior to submitting their competitive sealed proposal.

## H. INQUIRIES AND ADDENDA

1. All questions/inquiries concerning published construction-related projects are to be directed to the Alamo Colleges District Purchasing and Contract Administration Department. Questions/Inquiries must be submitted, in writing, to Maria Velma Bates at [mbates28@alamo.edu](mailto:mbates28@alamo.edu) or [dst-purchasing@alamo.edu](mailto:dst-purchasing@alamo.edu). Alamo Colleges District is not responsible for misdirected or undelivered submissions.

District policy C.2.3.4 states that no College district Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors/consultants (including professional designers, project management professionals and the potential contractors'/consultants' employees, subcontractors, officers or agents) who are interested in, or might reasonably become interested in, any particular construction-related procurement opportunity from the date of publication until the contract is executed. If Board members or non-authorized employees are contacted during this time by any potential contractors/consultants described above, they shall inform the potential contractor/consultant that such communication is prohibited, direct them to the Purchasing and Contract Administration department, and immediately report the contact to the Legal Affairs department.

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.

Verbal responses to any question are not binding on any party. Responses to questions which are to be incorporated into specifications/drawings will be issued by formal written addendum.

2. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the Specifications, or other RFP documents, or any part thereof, they may submit to Maria Velma Bates, the designated point of contact for the Purchasing and Contract Administration Department, on or before seven (7) calendar days prior to the schedule deadline for receipt of proposals, a request for clarification.
3. All such requests for information / clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. A copy of such addendum will be posted on Alamo Colleges District website (<http://www.alamo.edu/district/purchasing/bids/>) under the referenced RFP number for the project, as well as to the eSource portal at [Alamo Colleges District e-Bidding portal](#). An e-mailed notice will be sent to known potential Offerors and become part of the Contract Documents. The Alamo Colleges District is not responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the Contract. Offeror shall acknowledge receipt of addenda in the spaces provided on the Proposal form.

## I. PRODUCT SUBSTITUTIONS

1. Where Proposal Documents stipulate specific products, substitution requests will be considered by the Alamo Colleges District Purchasing and Contract Administration Department up to fifteen (15) days prior to the proposal deadline. Alamo Colleges District will make final determination of equivalency of the proposed substitution by formal written addendum.
2. To the extent that specific manufacturer's name(s), model numbers, and stated specifications

were derived from technical literature on the equipment and/or supplies and materials stated as desired, none of these should be construed as restrictive or limiting. The intent and purpose is to provide prospective Offerors with frames or reference regarding minimum requirements for each unit. Whenever an article of material is described by using the term "or equal" if not inserted shall be implied. The specified item shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. The use of "an or equal item" shall be subject to the following provisions: Full and complete catalog illustrations, manufacturer's specifications and descriptive, technical data defining in detail the equipment or product proposed. Please submit all requests for substitutions and approved equals to Maria Velma Bates, in the Purchasing and Contract Administration Department.

3. THE REQUIREMENTS OF THE TWO PRECEDING PARAGRAPHS TAKE PRECEDENCE OVER ANY SUBSTITUTION REQUIREMENTS IN ANY SUBSEQUENT PARAGRAPHS, DIVISIONS, SECTIONS, OR DRAWINGS.

J. PRE-PROPOSAL MEETING

1. A pre-proposal meeting and site visit will be held on November 19, 2024, at St. Philip's College, 1801 Martin Luther King Drive, San Antonio TX 78203, Turbin Student Center (TSC) Room 216, promptly at 9:00 a.m. The pre-proposal meeting is not mandatory; however, attendance is strongly encouraged to allow Offerors the opportunity to ask questions of the Architects and/or Engineers regarding the project. A tour of the project site will be conducted immediately following the pre-proposal meeting.
2. Information relevant to Proposal Documents will be issued by Addendum.

K. OFFEROR BACKGROUND

To demonstrate qualification and competency for performing the Work of this Contract, Offerors shall submit written evidence of financial position, previous experience, current commitments, three (3) current references and license to perform work in the State of Texas, Bexar County, City of San Antonio.

L. SUBMISSION PROCEDURE

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, clearly identified as follows:

Alamo Colleges District  
Purchasing and Contract Administration  
Re: Purchase of Construction Services for Watson Fine Arts Center Black Box Theater Addition at Alamo Colleges District – St. Philip's College RFP # 2025-0070  
Reception Desk  
2222 N. Alamo  
San Antonio, Texas 78215

**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 blue 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-

2. Proposals received will be publicly opened and broadcasted. Any proposals received after the due date and time will be rejected and returned unopened. No proposal may be changed, amended, after the same has been submitted 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.
3. This is a Stipulated Sum Contract, and the stipulated sum proposal prices shall be inserted on the proposal sheet in words and figures. Unless otherwise specified, the Alamo Colleges District shall pay for all plan review, building and trades permits, and inspection fees required by the City of San Antonio or any other jurisdiction having authority over this project.
4. Upon submission of a proposal, 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 Offerors by email shortly before the availability date for their proposals.

Alamo Colleges District's competitive response 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 Department offers an opportunity for bidders/proposers not recommended for contract award to submit comments and engage in discussion concerning the proposed contract award within five calendar days after the contract award recommendation is made public by posting on the agenda of the Board meeting as a Committee of the Whole, typically a Friday afternoon preceding a Tuesday evening meeting. Written comments must be submitted, and a meeting can be scheduled at your request. Consent to Alamo Colleges District's 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 to be considered. Efforts to contact individual Trustees or Alamo Colleges District's employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

M. PROPOSAL INELIGIBILITY

Proposals that are (i) unbalanced or (ii) qualified with conditional clauses, alterations, items not called for in the RFP documents, or that contain irregularities of any kind may be declared unacceptable and rejected at Alamo College's discretion.

N. PERFORMANCE ASSURANCE

1. Proposal Guaranty: A Bid Bond showing Alamo Colleges District as the obligee in the amount of 5% of the Proposal Price must accompany the Proposal. If alternates are requested, then the bond must be in the amount of 5% of the highest Proposal Price considered the Base Proposal. The Bid Bond secures the obligation of the selected Offeror to execute the Contract and provide required payment and performance bonds and insurance within the time required.
3. If the contract sum is \$25,000 or greater, Contractor will be required to execute a Payment Bond in compliance with Chapter 2253 of the Texas Government Code and all other State Laws in the amount equal to One Hundred Percent (100%) of the total Contract Amount as a security for payment of all persons performing labor and furnishing materials in connection with this contract.

Payment Bonds shall be delivered to the Alamo Colleges District Purchasing and Contract Administration office prior to beginning the Work under the Contract.

4. If the contract sum is \$100,000 or greater, Contractor will be required to execute a Performance Bond in compliance with Chapter 2253 of the Texas Government Code and all other State Laws in an amount equal to One Hundred Percent (100%) of the total Contract Amount as a security for performance conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Sureties issuing bonds in an amount of \$100,000 or greater must be listed as an approved surety in the U.S. Department of Treasury, Department Circular 570, most recent revision. Performance Bonds shall be delivered to the Alamo Colleges District Purchasing and Contract Administration office prior to beginning the Work under the Contract.

O. ADDITIONAL PROPOSAL INFORMATION

1. The cost of City or State sales tax shall not be included in the base proposal, any alternate or required unit prices for this project. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Taxes.
2. Offerors must state on the proposal form whether they owe State of Texas franchise taxes.
3. The Contractor affirms that he has not given, offered to give does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free lunch, or service to a public servant or elected official in connection with this contract.
4. The Alamo Colleges District Facilities Project Manager is one or more individuals designated by the Facilities Operations and Construction Management Department to monitor the performance of the work.
5. If asbestos or any other hazardous materials are encountered during the work, report the discovery to the Alamo Colleges District Facilities Project Manager immediately by telephone, followed by a written notice. All work in the suspected areas shall be stopped until areas are inspected, and removal of the hazardous materials is completed.
6. This project requires State of Texas Worker's Compensation Insurance coverage for the Contractor's employees and all Subcontractors on this project. Prior to award, the recommended Contractor must provide an original certificate of insurance, and any other evidence reasonably requested to establish the required worker's compensation covered.
7. Included in their Proposal all Offerors shall furnish Alamo Colleges District with a statement from their insurers that if awarded Alamo Colleges District will be provided with original insurance policies evidencing that the Offeror has all the required insurance types and levels as described in Section 6, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by Alamo Colleges District Director of Purchasing and Contract Administration.
8. An Offeror is required by Chapter 176 of the Texas Local Government Code to complete a conflict of interest questionnaire and file it with the Alamo Colleges District if the Offeror (i) has an employment or other business relationship with an officer of Alamo Colleges District, or a family member of an officer, or (ii) has given an officer of Alamo Colleges District or family member one or more gifts with an aggregate value that requires reporting under the statute, or (iii) has a family relationship with an officer of Alamo Colleges. The definitions of officer and family member, the valuation for gifts, and the deadline for filing the questionnaire are set out in the statute. Each Offeror shall determine whether their current business or family relationship

with an officer of the District or family member of an officer is subject to the reporting requirements of Local Government Code sections 176.001 and 176.006. Should the Offeror meet the stated requirements of these sections, Form CIQ included in Appendix D to these Instructions shall be completed and submitted with the proposal.

9. The Contractor and Subcontractors shall pay all laborers, workmen, and mechanics employed in the construction thereof in accordance with the minimum wage rates prescribed in Project Manual Vol I – Section 00-73-46. Contractors are required to use Davis Bacon wage rates including weekly certified payrolls and to report this using the LCP Tracker Wage and Hour Compliance software. Alamo Colleges District will provide access to Alamo Colleges' LCP Tracker Wage and Hour Compliance Software for submission of the reports.
10. This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electrically in the B2GNow Supplier Diversity Management System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the B2GNow Supplier Diversity Management System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after the contract award. Information related to contractor access to the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Supplier Diversity Management System is web-based and can be accessed through an internet address which will be provided to the Contractor and Contractor's Subcontractors.
11. Contractor is required to use Alamo Colleges District Projectmates software. User Licenses for the Alamo Colleges District Projectmates software would be considered a reimbursable expense, without any additional markup.

P. PROPOSAL EVALUATION CRITERIA

1. Pursuant to Texas Government Code, as amended, Alamo Colleges District shall evaluate and consider all proposals based on a combination of price and other factors that Alamo Colleges District determines provides the best value to Alamo Colleges District, and may consider any of the following in determining to whom to award a Contract:
  - a. The price.
  - b. The Offeror's Experience and Reputation.
  - c. The Offeror's Past Performance with Owners.
  - d. Small Minority Woman and/or Veteran Business Enterprise (SMWVBE Program; and
  - e. Project Management Performance and Resources.
2. Within 45 days after the date of opening the proposals, the District and project architect/engineers must evaluate and rank each proposal submitted in relation to the published selection criteria.

Each proposal submitted must include all documentation, certifications, and signatures. Incomplete proposals may be disqualified and not evaluated for award. Likewise, proposals that contain assumptions, qualifications, conditions, and/or limitations may be rejected, disqualified, and not evaluated for award. The Alamo Colleges District reserves the right to accept or reject any or all offers and to waive minor irregularities in any proposal submitted.

Five broad selection criteria will be used to evaluate proposals as follows.

- a. Price components (40 points): Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through mathematical price analysis techniques.
- b. Offeror's Experience and Reputation (24 points): Number of years as a contractor with a preference in educational facilities, construction projects of the same or similar type and size of this project, including work performed in connection with a school facility which was occupied and in use during construction. The Owner will also consider the general reputation of the Offeror including, without limitation (1) knowledge, reliability, character, skill and stability; (2) record of timely completion of work, compliance with laws, and warranty service; (3) personnel and facilities for carrying out the Work; (4) safety record, safety procedures, and past claims or lawsuits; and (5) performance of satisfactory maintenance, repair, and service.
- c. Offeror's Past Performance with Owners (14 points): Any past or ongoing projects with Alamo Colleges District and other owners will be considered in the evaluation process including (1) Ability of Offeror to remain on schedule; (2) Cooperation with Owner; (3) Proper and timely coordination of all trades and personnel in completing the project; (4) Number of major deficiencies on the substantial completion punch list; (5) Number and scope of warranty item call backs and timely response; (6) Demonstration of excellence in workmanship; and (7) Safety record.
- d. Small Minority Woman and/or Veteran Business Enterprise (SMWVBE) Program (8 points): The Offerors percentage of subcontracting opportunities to include all supporting good faith documentation.
- e. Project Management Performance and Resources - (14 points): The Offeror's: (1) evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated; (2) financial resources; (3) performance time including the **estimated time of completion of the project**; and (4) compliance with administrative requirements. The Offeror shall be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Each criteria will be rated at Maximum Score, In-between Score, Questionable Score (0 points), or Minimum Score (0 points) as defined below:

**MAXIMUM SCORE:** Contractor exceeds the generally accepted standards of industry and exceeds project specific requirements.

**IN-BETWEEN SCORE:** Use mathematical methods to assign proper score for each criteria between minimum and maximum scores.

**QUESTIONABLE:** (0 points) Contractor's qualifications could not be adequately evaluated from information included with proposal. Additional information may be requested from offerors by a letter, email or through an interview to clarify criteria evaluated as Questionable within the limits allowed by law. The offeror must respond within seventy-two (72) hours of verified receipt of a request for information. A non-timely response or a non-response will receive 0 points.

**MINIMUM SCORE:** (0 points) Contractor does not meet the generally accepted standards of industry or minimum required by state law. A non-response to a proposal item will receive 0 points.

Each of the five selection criteria may be further detailed by its components. A determination of an overall score of each selection criteria will be concluded based upon the rating of the components.

<b>Evaluation Criteria Points</b>	<b>Section</b>	<b>Points</b>
Price components	P.2.a	40
Offeror’s Experience & Reputation	P.2.b	24
Offeror’s Past Performance with Owners	P.2.c	14
Small Minority Women and/or Veteran Business Enterprise (SMWVBE) Program	P.2.d	8
Project Management Performance and Resources	P.2.e	14
<b>TOTAL</b>		<b>100</b>

**Q. PROPOSAL DEADLINE**

Proposals will be opened publicly with the name of the Offeror and proposal sum read aloud immediately after time for receipt of Proposals. Offerors may be present.

**R. DURATION OF OFFER**

Proposals shall remain open to acceptance for a period of one hundred twenty (120) calendar days after the final Proposal deadline.

**S. ACCEPTANCE OF OFFER**

1. The Alamo Colleges District reserves the right to accept or reject any or all offers.
2. The Board of Trustees of Alamo Colleges District shall award a contract to the offeror that submits the proposal that offers the best value for the Alamo Colleges District based on: (1) the selection criteria and the weighted value for those criteria in this request for proposal; and (2) its ranking evaluation.
3. The Alamo Colleges District shall first attempt to negotiate a contract with the selected offeror. The Alamo Colleges District and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Alamo Colleges District is unable to negotiate a satisfactory contract with the selected offeror, the District shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
4. The successful Offeror will be required to enter a contract with the Alamo Colleges District requiring full compliance and performance of the conditions of the Proposals, Drawings, and Specifications, within five (5) workdays of award of Contract. The following is the anticipated schedule for this project:

A.	Advertise RFP	November 3 & 10, 2024
B.	Pre-Proposal Meeting	November 19, 2024
C.	Deadline for Questions	7 days prior to proposal deadline
D.	Proposal Deadline	December 10, 2024
E.	Anticipated Award of Contract	January 21, 2025

F.	Offeror submits evidence of filing of 1295 Form.	Within 5 workdays after notice of award
G.	Contractor Signs Contract	Within 3 workdays after filing of 1295.
H.	Notice to Proceed	Conditioned upon receipt of bonds and insurance.
I.	Substantial Completion	Within the Contract Time specified hereinabove no more than 365 days after Notice to Proceed.

Time is of the essence. Failure of Offeror to respond in a timely manner will jeopardize the number of remaining days allowed for substantial completion.

T. FAMILY CODE CERTIFICATION

Prior to contract execution, the Offeror to be recommended for award will be required to execute the following certification:

"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 this contract may be terminated, and payment may be withheld if this certification is inaccurate."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the proposal. The following information must be submitted for each person meeting the previously described conditions and executing the certification: name; social security number; signature; and date.

U. FRANCHISE TAX DELINQUENCY

If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.

V. 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 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 District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to the release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

W. REIMBURSEMENT

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.

X. 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.

Y. 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.

Z. ENVIRONMENTAL CONSIDERATIONS

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 to be deemed environmentally preferable.

AA. CONTINUOUS IMPROVEMENTS

Intentionally omitted.

BB. FAIR LABOR STANDARDS ACT

Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District’ premises on a regular basis: Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act (“FLSA”) and the Immigration Reform and Control Act of 1986. The contractor agrees to properly classify its workers for the purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker’s authorization. The 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.

CC. CONFLICT OF INTERESTED PARTIES – HB 1295

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, prior to contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295)

DD. 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.

EE. ISRAEL BOYCOTT

Prior to contract execution, Offeror hereby certifies, represents and warrants that neither Offeror nor any of its affiliates presently does, and during the term of the contract will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.

FF. PROCUREMENT OF RECOVERED MATERIALS

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring. Only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program of recovered materials identified in EPA guidelines.

GG. CIVIL RIGHTS ACT OF 1964

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 Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit proposal 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 LEP in consideration for an award.

HH. Alternates

The Offeror must submit proposal amounts for the specified alternates on the proposal form. Alternates may or may not be chosen, and the Owner reserves the right to choose alternates in any order. Any alternates selected will be selected at the time of the contract award. Failure to submit pricing for alternates will result in a rejected proposal. Proposal amounts are to be submitted on this project for the alternates as detailed in Section 5, number 2.

JJ. Proposal Package

Provide proposal in bound 3-ring notebook or spiral notebook (8-1/2"x11" paper) or PDF file for submission upload, organized in TAB sections in the order described below:

1. Cover sheet with project name, RFP number, submission date, and offeror's contact information.
2. TAB A: Provide Proposal Form Section 5
3. TAB B: Provide Section 4. Include any additional information needed to evaluate Offeror's Experience and Reputation, and Project Management Performance and Resources, reference, Section 3, P 1 & P 2
4. TAB C: Provide Offeror's Past Performance with Owners, reference Section 3, P 1 & P 2.
5. TAB D: Appendix A - Request for Proposal Checklist and Appendix B - Certification of Non-Collusion.
6. TAB E: Appendix C - SMWVBE documents.
7. TAB F: Appendix D - Conflict of Interest Questionnaire

**SECTION 4 - CONTRACTOR'S ORGANIZATION/OPERATIONAL STATEMENT**

This statement, fully executed, must accompany any proposal submitted to Alamo Colleges for Alamo Colleges to consider such proposal.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED BY:

NAME: \_\_\_\_\_ Corporation \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Partnership \_\_\_\_\_

\_\_\_\_\_ Individual \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_ Joint Venture \_\_\_\_\_

PHONE: \_\_\_\_\_ Other \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF PROJECT (IF APPLICABLE)

Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College

TYPE OF WORK:

\_\_\_ General Building Construction

\_\_\_ Site-work

\_\_\_ HVAC

\_\_\_ Landscaping

\_\_\_ Electrical

\_\_\_ Irrigation

\_\_\_ Mechanical

\_\_\_ Plumbing

\_\_\_ Concrete

\_\_\_ Roofing

\_\_\_ Masonry

\_\_\_ Interior Finishes

\_\_\_ Other \_\_\_\_\_(Please specify)

1. Organization

1.1 How long has your organization been in business as a Contractor? \_\_\_\_\_ Years

1.2 How many years has your organization been in business under its present business name? \_\_\_\_\_ Years

1.2.1 Under what other or former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-President's name:

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of Partnership (if applicable)

1.4.3 Name(s) of general partner(s)

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: \_\_\_\_\_

1.5.2 Name of owner: \_\_\_\_\_

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

\_\_\_\_\_  
\_\_\_\_\_

## 2. Licensing

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

\_\_\_\_\_  
\_\_\_\_\_

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

\_\_\_\_\_  
\_\_\_\_\_

## 3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

\_\_\_\_\_  
\_\_\_\_\_

3.2 Safety Record. Provide your company's safety metrics for the last five years for which final information is available.

	20__	20__	20__	20__	20__
Experience Modification Rating (EMR)					
Days Away, Restricted or Transferred (DART)					
Lost Time Incident Rate (LTIR)					
Total Recordable Incident Rate (TRIR)					

3.3 Claims and Suits. (If the answer to any of the questions below is yes, please attach details).

3.3.1 Has your organization ever failed to complete any work awarded to it?

YES       NO

3.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES       NO

3.3.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

YES       NO

3.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

YES       NO

3.5 Provide the annual amount of construction work performed during the past five years:

	20__	20__	20__	20__	20__
Value of work performed					
Average value over past five years:					

3.6 On a separate sheet, list major projects your organization has in progress, giving the name of project, start date of the project, owner's contact person and phone number, architect, architect's contact person and phone number, contract amount, percent complete, and scheduled completion date.

3.6.1 State total worth of work in progress and under contract:

\$ \_\_\_\_\_ .

- 3.7 Using the provided spreadsheet titled “Representative Reference Project Information, list five to ten projects your organization has completed in the past five years that you believe are most representative of the size and scope of this Project. As indicated in the spreadsheet, provide the name of project, owner, owner contact person and phone number, architect, architect's contact person and phone number, original contract amount, final contract amount, cost growth in dollars and as a percentage of original, original contractual dates of start and completion, actual dates of start and completion, time growth in number of days and as a percentage of original, amount of liquidated damages assessed (if any), method of project delivery, brief description of scope of work, status of occupancy of the facility during construction, percentage of the cost of the work performed with your own forces, number of major deficiencies on the substantial completion list, and number and scope of warranty item call backs and timely response.
- 3.8 Key Project Personnel: On a separate sheet, list the construction experience and present commitments of the key personnel of your organization. As per the following charts, identify which key employees to be assigned to this project worked in those positions on the representative projects from the paragraph above. Attach detailed resumes for the positions indicated below who would be assigned for the entire duration of the Project and may not be replaced except as allowed in the Contract Documents or approved in writing by Owner.

Key Personnel Role in This contract	Name of Key Personnel	Representative Projects (5-10 projects) (Place an “X” under project key number for participation in the same role for representative project).									
		1	2	3	4	5	6	7	8	9	10
Project Manager											
Assistant Project Manager											
Project Superintendent											
Assistant Project Superintendent											

Representative Projects Key (5-10 Projects)

Number	Title of Representative Project (from above chart)	Number	Title of Representative Project (from above chart)
1		6	
2		7	
3		8	
4		9	
5		10	

- 3.9 Provide evidence in an attachment of sufficient resources necessary to manage staff and successfully perform the Work. Provide a profile in addition to the above information to assist the Owner in its evaluation. Include an organizational structure and indicate the number and qualifications of key personnel. Include a discussion of the methods, tools, or procedures used to schedule the Work and complete projects on time. Include evidence of ability to obtain bonding, insurance, and the ability to cover operating costs.
- 3.10 Describe in an attachment the Offeror's system for the selection, award and management of subcontractors and suppliers. Include methods to encourage subcontractors to accelerate their work schedule.

4. References

4.1 Trade References:

Name	Address	Telephone
Name	Address	Telephone
Name	Address	Telephone

4.2 Surety:

4.2.1 Name of bonding company:

4.2.2 Name, address, and phone number of agent:

Name	Address	Telephone
------	---------	-----------

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name, address, and phone number of agent:

5. Financing

5.1 Financial Statement. The Offeror must submit a current report of his financial condition sworn to before a Notary Public. Any offeror wishing to maintain confidentiality of financial information must include a written request for same with submission of the proposal.

For all business entities other than publicly held corporations, please provide the following:

Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities, and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named above, explain below the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

\_\_\_\_\_  
\_\_\_\_\_

6. Award to Nonresident Offerors

6.1 Is your business organized under the laws of the State of Texas?

YES       NO

6.2 If no, what is your principal place of business?

Proposals from nonresident contractors shall be evaluated according to  
**TEX. GOV'T CODE Section 2252.002.**

7. Signature

7.1 Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Name of Organization \_\_\_\_\_

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

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

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

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

\_\_\_\_\_  
Typed or Printed Name of Notary

SECTION 5: PROPOSAL FORM

The undersigned Offeror, having examined the construction documents and the sites of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, equipment, and materials for the scope of work required for the Project identified in this RFP, in strict accordance with requirements of Drawings and Specifications, and subsequent Addenda thereto issued before this date.

Submitted by: \_\_\_\_\_  
(Full Company Name)

Full address \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ fax: \_\_\_\_\_

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

1. **BASE OFFER:**

Having examined the Places of The Work and all matters referred to in the Instructions to Offerors, Proposal Documents and Contract Documents, for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:

\$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

2. **ALTERNATES:**

Having examined the Places of The Work and all matters referred to in the Instructions to Offerors, Proposal Documents and Contract Documents, for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Alternates outlined in Specification SECTION 01 23 00 ALTERNATES and unit pricing outlined in Section 01 22 00 UNIT PRICING for the below sums of:

Alternate No. 01 - Lobby Addition:

Base Bid Item: Lobby Addition, as indicated on Drawings.

Deduct Item: Lobby foundation, mud slab, piers, sump pump, and sitework.

Alternate No. 01 Indicate Add/Deduct Cost \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Alternate No. 02 - Mud Slab:

Base Bid Item: Mud Slab in Crawl space, as indicated on Drawings.

Deduct Option A: Provide concrete sidewalk/path at locations indicated on Drawings, provide earth for remaining areas.

Deduct Option B: Provide exposed earth throughout crawlspace, in lieu of mud slab.

Alternate No. 02 Indicate Add/Deduct Cost \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Alternate No. 03 – Lobby Addition:

Base Bid item: Lobby Addition, as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO REMOVE THE LOBBY ADDITION IN FRONT OF THE EXISTING WATSON THEATER ENTRANCE. THIS IS TO INCLUDE 1 AHU, ASSOCIATED DUCTWORK, ROOF ASSEMBLY, STRUCTURAL FRAMING, ACOUSTICAL CEILING CLOUDS, DECORATIVE LIGHTS,

INTERIOR AND EXTERIOR LINEAR LIGHTS, BRICK, CURTAIN WALL, CANOPY, EXTERIOR DIGITAL DISPLAYS, TERRAZZO FLOORING, INCLUDING IN THE EXISTING WATSON LOBBY, AND MODIFICATIONS TO THE EXISTING STAIR TOWERS.

Alternate No. 03 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 04 – back of house

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO SHELL OUT THE FOLLOWING AREA OF ROOMS IN THE BACK OF HOUSE AREA: PROP LAB, COSTUME LAB, COSTUME STORAGE, PROP & PLATFORM STORAGE, AND SCENERY LAB. THIS INCLUDES BUT NOT LIMITED TO THE ELECTRICAL, DUST COLLECTION, COMPRESSED AIR SYSTEM FOR THE TOOLS IN THE SCENE SHOP.

Alternate No. 04 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 05. – lobby reduction

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO REDUCE THE BLACKBOX LOBBY BY 300 SQUARE FEET.

Alternate No. 05 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 06. – Lobby HVAC system

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO COMBINE THE 2 LOBBY AHU'S INTO A SINGLE UNIT.

Alternate No. 06 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 07 – Prop & Platform Storage

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO REMOVE THE WALLS BETWEEN SCENERY LAB 167 AND PROP & PLATFORM STORAGE 166. THIS WOULD INCLUDE REMOVING DOORS 166A AND 166B.

Alternate No. 07 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 08 – Curtainwall:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO REMOVE THE CURTAINWALL SYSTEM FROM ABOVE THE EXTERIOR CANOPIES AND REPLACE WITH BRICK.

Alternate No. 08 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 09 – Curtainwall:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING TO REPLACE THE CURTAINWALL SYSTEM WITH STOREFRONT SYSTEMS AND ADD STRUCTURAL FRAMING AS REQUIRED TO STACK STOREFRONT SYSTEM TO MAINTAIN THE OVERALL SAME SIZE AS THE CURTAINWALL.

Alternate No. 09 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 10 – RGBW lighting:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE ALTERNATE PRICING TO INSTALL RGBW LIGHT FIXTURES IN LIEU OF SCHEDULES LIGHT FIXTURES FOR THE FOLLOWING ROOMS: 155, 156, 156.1, 158. INCLUDE CONDUIT PATHWAY FOR DMX CONTROLS WIRE.

Alternate No. 10 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 11 – Site Bollards:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR THE 3 SITE BOLLARDS LOCATED AT THE SOUTHWEST CORNER OF THE DRIVE CIRCLE

Alternate No. 11 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$) )

Alternate No. 12 – sump pumps:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR THE ALARM SYSTEM SERVING THE CRAWLSPACE SUMP PUMPS.

Alternate No. 12 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

Alternate No. 13 – Data conduits:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR THE CONDUITS BETWEEN THE NEW IDF ROOM AND THE EXISTING WATSON - KEYNOTE 'C18' ON TN-101.

Alternate No. 13 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

Alternate No. 14 – bypass valves:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR THE MOTORIZED CHILLED WATER BYPASS VALVE.

Alternate No. 14 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

Alternate No. 15 – Water Softener:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR WATER SOFTENER SYSTEM.

Alternate No. 15 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

Alternate No. 16 – Finishes in Watson:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE PRICING FOR ALL FLOOR FINISHES WITHIN THE EXISTING WATSON BUILDING, INCLUDE DEMOLITION, PREP, AND INSTALLATION.

Alternate No. 16 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

Alternate No. 17 – Signage warranty:

Base Bid item: as indicated on Drawings.

Deduct item: PROVIDE SEPARATE COST FOR A 5-YEAR EXTENDED WARRANTY ON BACKLIT SIGNAGE - 'HEB' WALLS AND BUILDING SIGNAGE ON THE CANOPY.

Alternate No. 17 Indicate Add/Deduct Cost \$ \_\_\_\_\_dollars (\$ \_\_\_\_\_ )

The Alamo Colleges will only allow for a maximum of 10% fixed mark-up percentage for change orders (includes all overhead and profit). If you propose to offer less than 10%, please indicate your percentage mark-up here, otherwise a 10% mark-up will be applied: \_\_\_\_\_%

**3. ACCEPTANCE**

This offer shall be open to acceptance for 120 calendar days from the Proposal Deadline. If this proposal is accepted by the Alamo Colleges within the time stated above, we will:

- A. Execute the Agreement within five (5) working days of receipt of Notice of Award or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.
- B. Furnish the required bonds within three (3) working days of receipt of Notice of Award or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.
- C. Commence work within seven days after written Notice to Proceed or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.

If the proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the

required Bond(s), or we fail to execute the Contract or we fail to take any other required action by the RFP, the Proposal Guaranty (security deposit) shall be forfeited as damages to the Alamo Colleges by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference in price between this proposal and the proposal upon which a Contract is signed.

**4. CONTRACT TIME (TIME IS OF THE ESSENCE)**

- A. Offeror agrees to substantially complete the work covered by this RFP within the Contract Time specified hereinabove.
- B. The official date of substantial completion shall be determined by the design team and the Owner in accordance with the contract documents.

If the contractor fails to substantially complete the work by the dates established in the contract documents for substantial completion, liquidated damages will be assessed, not as a penalty, rather as a reasonable forecast of just compensation for damages. An amount will be deducted from the money due or to become due to the contractor as follows:

Liquidated Damages – One Thousand Dollars (\$1,000.00) per calendar day

**5. ADDENDA**

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Proposal Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**6. APPENDICES**

- Appendix A Request for Proposal Checklist
- Appendix B Certification of Non-Collusion
- Appendix C SMWVBE Program
- Appendix D Conflict of Interest Questionnaire
- Appendix E Payment Bond
- Appendix F Performance Bond

**(APPENDIX A THRU D MUST BE SUBMITTED WITH PROPOSAL)**

**7. WAIVER OF CLAIM**

By submitting a Proposal, each Offeror agrees to waive any claim it has or may have against the District, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

**8. PROPOSAL FORM CERTIFICATION/SIGNATURES**

By execution and submission of this Proposal, the Offeror hereby represents and warrants to Owner as follows: the Offeror has read, understands, and agrees to all terms, conditions, and requirements of the Proposal Documents and the Contract Documents, and is authorized to contract on behalf of the entity named below.

The Corporate Seal of

\_\_\_\_\_  
(Offeror - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer)

\_\_\_\_\_  
(Title)

If the proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**APPENDIX A**

**REQUEST FOR PROPOSAL CHECKLIST**

- Y\_\_\_ N\_\_\_ 1. Is bid surety in the amount of 5% of the total proposal amount attached?
- Y\_\_\_ N\_\_\_ 2. Is statement from insurance company attached?
- Y\_\_\_ N\_\_\_ 3. Is Contractor's Organization/Operational Statement (Section 4) completed and attached?
- Y\_\_\_ N\_\_\_ 4. Was your firm represented at the pre-proposal meeting?
- Y\_\_\_ N\_\_\_ 5. Did your firm inspect the job sites prior to submission of your proposal?
- Y\_\_\_ N\_\_\_ 6. Have all project specifications and proposal requirements been met?
- Y\_\_\_ N\_\_\_ 7. If not submitted through ePortal, was one original and one electronic copy in PDF format of the proposal submitted?

Please assist us in keeping your company information accurate and up to date by checking the appropriate blocks.

- 1.  Dealer  Manufacturer  Jobber  Retailer  Factory Rep  
 Individual  Partnership  Incorporated  Publisher  Non-profit  
 Governmental Agency  Educational Institution  Professional Organization

- 2.  Minority Owned Business, if so please state:  
 Black  Hispanic  Native American  Asian Pacific American  
 Small Business  Women-Owned

- 2. Is your business considered historically socially/economically disadvantaged?  
 Yes  No

If so, is your business currently certified as such?  Yes  No

With whom? \_\_\_\_\_

- 4. Do you currently owe State of Texas franchise taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No

If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.

- 5. How did you learn about this project?

\_\_\_\_\_

**APPENDIX B  
CERTIFICATION OF NON-COLLUSION**

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

FILL IN APPLICATION INFORMATION:

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

A Partnership, composed of: \_\_\_\_\_

An Individual, operating under the name of: \_\_\_\_\_

Respectfully Submitted,

(SEAL: If Proposal is by a Corporation)

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

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

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

DATE: \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**APPENDIX C**  
**Alamo Colleges District**  
**Purchasing and Contract Administration Department**  
**May 2024**

**Guidelines on Utilization of  
Small Minority Women and/or Veteran Business Enterprise  
(SMWVBE)**



# ALAMO COLLEGES DISTRICT

## Alamo Colleges District

### SMWVBE Program Guidelines on Utilization of Small Minority Women and/or Veteran Business Enterprise (SMWVBEs)

#### *Table of Contents*

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• Minority and Trade Organizations Contact Information	page 11

# **Alamo Colleges District SMWVBE Program**

## **Mission Statement**

*It is the policy of Alamo Colleges District to encourage the use of Small, Minority, Women and/or Veteran-Owned Business Enterprises (SMWVBE) and Historically Underutilized Businesses (HUBs) as herein below defined to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that SMWVBE's are provided the maximum practicable opportunity to participate in all supplier and contracting opportunities.*

**ALAMO COLLEGES DISTRICT SMALL MINORITY WOMEN AND/OR VETERAN  
OWNED BUSINESS ENTERPRISE CLAUSE**

Alamo Colleges District, its contractors, their subcontractors, and suppliers, as well as all suppliers of all goods and services, shall not discriminate on the basis of race, color, religion, national origin, disability, gender or sexual orientation in the award and/or performance of contracts. All individuals and entities doing business, or anticipating doing business, with Alamo Colleges District are encouraged to support and implement a program designed to achieve the goal of establishing equal opportunity for all. SMWVBE groups include:

Black Americans - which includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Asian Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas; Native American - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; Women - which includes all women of any ethnicity; and Small Business Enterprise.

Alamo Colleges District Purchasing and Contract Administration Department maintains an active program for the identification and placement of SMWVBE's on solicitation mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SMWVBE's seeking contracting opportunities or looking to do business with Alamo Colleges District should file a "Vendor Registration" with the Alamo Colleges District Purchasing and Contract Administration Department, 2222 N. Alamo, San Antonio, Texas 78215; telephone 210-485-0100 or at <https://www.alamo.edu/purchasing>

Firms seeking contracting opportunities will be encouraged to use their best efforts to fully carry out this practice through subcontracting of small and/or minority business enterprises consistent with efficient performance.

Projects with subcontracting opportunities will be tracked monthly through B2Gnow thru <https://alamo.diversitycompliance.com> whether there is a targeted SMWVBE goal or not to track Alamo Colleges' progress in working with SMWVBE certified firms.

## DEFINITIONS

### 1. TYPES OF ENTERPRISES

- A. **Minority Business Enterprise:**  
Means a business enterprise that is owned/controlled and operated by one or more minority person(s) - Minority persons include Blacks, Mexican Americans and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians and Pacific Islanders. Minority person(s) shall collectively own, operate, and share in payments from such an enterprise in the manner hereinafter set forth.
- B. **Small Business Enterprise:**  
Means a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated, which includes small businesses as defined by certification agency or Small Business Administration.
- C. **Women Owned Business Enterprise:**  
Means a sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation, limited liability Company, or other form of entity, at least 51.0% of whose assets or ownership interests are owned by one or more women.
- D. **Veteran Business Enterprise:**  
Means a business structure that is at least 51% owned, operated, and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. **NOTE: This certification type should not be confused with the Service-Disabled Veteran designation available through the Small Business Administration.**

### 2. OWNERSHIP AND CONTROL

- A. **Owned:**
  - 1. For a sole proprietorship to be deemed a minority business enterprise, it must be owned by a minority person.
  - 2. For an enterprise doing business as a partnership, it is necessary that at least 51.0% of its assets or interests in the partnership property be owned by one or more minority person(s).
  - 3. For an enterprise doing business as a corporation, limited liability Company, or other form of entity, it is necessary that at least 51.0% of its assets or ownership interests be owned by one or more minority person(s).
- B. **Controlled/Operated:**  
That the primary power to manage a business enterprise shall rest with minority person(s).
- C. **Share in Payments:**  
Minority partners, proprietor, members, stockholders or other owners of the enterprise, as the case may be, shall be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontractor payments, and any other monetary distribution paid by the business enterprise.

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Torence Henderson  
SMWVBE Contracting Coordinator  
Alamo Colleges District  
2222 N. Alamo St  
San Antonio, TX 78215

Re: Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE) Subcontracting Plan  
for \_\_\_\_\_

Dear Mr. Henderson:

In accordance with the statement outlined, I have read and understand the Alamo Colleges District guidelines for the utilization of Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE).

This (SMWVBE) subcontracting plan will include subcontracting opportunities representing an estimated cumulative percentage of \_\_\_\_\_%.

I acknowledge that if I am selected as the construction Manager at Risk or Prime Contractor for a project, I will be required to provide the attached subcontracting plan inclusive of all (SMWVBE) subcontractors and their certification document by an approved certifying agency. By completion of Section "6" of the (SMWVBE) subcontracting plan, I affirm my intent to utilize the subcontractors selected to perform the scope of work to be subcontracted.

Should we discover additional subcontractors claiming (SMWVBE) status during the course of this contract we will notify you of the same. In addition, if for some reason a (SMWVBE) is unable to fulfill its contract with us, we will notify you immediately to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

X \_\_\_\_\_

# ALAMO COLLEGES DISTRICT SMWVBE SUBCONTRACTING PLAN

## - - Special Instructions/Additional Requirements - -

- Respondents shall submit a completed SMWVBE Subcontracting Plan to be considered responsive (pages 8, 9, and 10). Failure to submit a completed Subcontracting Plan shall result in point(s) reduction in the evaluation process for the bid and/or proposal.
- **NOTE: Respondents who intend to SELF-PERFORM all of their work shall submit a Subcontracting Plan for Self-Performance and complete only Section 7 and 8.**
- Payments for the Construction Manager at Risk or Prime Contractor will be tracked along with their selected subcontractors (SMWVBE and Non-SMWVBE) monthly online thru B2GNow.

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company certified SMWVBE?  - Yes  - No
- c. CSP #: \_\_\_\_\_

**SECTION 2 - SUBCONTRACTING INTENTIONS**

- Yes, I will be subcontracting portion(s) of the contract.  
 (If yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 9.)
- No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

**IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2.**

You may photocopy this page.

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line-item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item #	Description:
_____	_____

**SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 5, 6 and 8.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more SMWVBES. You can use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>, and it's HUB Directory, found at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Also, the South Texas Regional Certification Agency's (STRCA) database at <http://sctrca.org/> to identify available SMWVBES. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential SMWVBES by disseminating the subcontracting opportunity to their members/participants. **Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the SMWVBES no less than **five (5) working days** from their receipt of notice to respond and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

**SECTION 5 - SMWVBE FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List **three (3)** certified SMWVBES you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date <small>(mm/dd/yyyy)</small>	Was Response Received?
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 6 - SUBCONTRACTOR SELECTION**

List all the subcontractor(s), both SMWVBE and non-SMWVBE, you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a SMWVBE.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Certified SMWVBE?
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*



## SMWVBE Subcontracting Plan Diversity Reporting

Diversity Reporting: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the B2GNow Supplier diversity Management Systems. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the B2Gnow Supplier Diversity Management System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after the contract award. Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2Gnow Supplier Diversity Management System is web-based and can be accessed through an internet address which will be provided to the Contractor and Contractor's Subcontractors.

### SMWVBE Helpful Resource Contacts

#### Alamo Colleges District Purchasing and Contracting Department

Torence Henderson,  
SMWVBE Contracting Coordinator,  
[twhite85@alamo.edu](mailto:twhite85@alamo.edu)  
2222 N. Alamo St  
San Antonio, TX 78215  
210/485-0127 or 210/485-0100

Websites – the following websites will assist in the ability to search or identify HUB and SMWVBE firms:

#### The South Texas Regional Certification Agency:

<http://sctrca.org/>

#### Texas Procurement and Support Services Division

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

#### Compliance of the project:

<https://alamo.diversitycompliance.com>

**APPENDIX D**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.**

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code By a person who has a business relationship as defined by Section 176.00(1-a) with a local Governmental entity and the person meet 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire 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 of 10 percent or more?

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

APPENDIX E  
PAYMENT BOND

The Payment Bond must be on the following forms, or on other forms approved by the Owner.

Payment Bond

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
C.I.P. No. \_\_\_\_\_  
Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ a solvent corporation authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (Owner), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.), for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with Owner; dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of the Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law and by OWNER in the Contract Documents. A copy of the surety agent's "Power of Attorney" must be attached hereto.

APPENDIX F  
PERFORMANCE BOND

The Performance Bond must be on the following forms, or on other forms approved by the Owner.

Performance Bond

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
C.I.P. No. \_\_\_\_\_  
Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, an \_\_\_\_\_, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (OWNER), in the penal sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law and by OWNER in the Contract Documents. A copy of surety agent's "Power of Attorney" must be attached hereto.

## **SECTION 6 - CONTRACT DOCUMENTS**

**ATTACHED HERETO ARE THE CONTRACT DOCUMENTS FOR THIS PROJECT. EXCEPT WHERE THE OFFEROR MAKES A SPECIFIC EXCEPTION IN SECTION 1 AT THE MINIMUM QUALIFICATIONS SECTION OF THIS RFP, ANY CONTRACT RESULTING FROM THE RFP WILL CONSIST OF THE FOLLOWING TERMS, CONDITIONS AND REQUIREMENTS.**

