

**PROFESSIONAL SERVICES CONTRACT
WITH
SAN ANTONIO COLLEGE**

This CONTRACT ("CONTRACT") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY"), acting by and through its Director of the Department of Human Services, pursuant to Ordinance No. _____ dated _____, and the San Antonio College ("CONSULTANT"), together "the Parties."

The Parties agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 This CONTRACT shall commence upon February 1, 2024, and shall terminate on January 31, 2029, unless earlier termination shall occur pursuant to any provision hereof.

II. SCOPE OF SERVICES

- 2.1 The CONSULTANT agrees to provide all services in compliance with the Statement of Work attached hereto as Attachment "A" in a manner reasonably satisfactory to the Director of the Department of Human Services ("Director"), under the direction of CONSULTANT's employee, Richard S. Varner., ("Project Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONSULTANT's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

III. COMPENSATION TO CONSULTANT

- 3.1 In consideration of CONSULTANT's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONSULTANT an amount not to exceed **\$193,000.00** as total compensation, to be paid to CONSULTANT in an amount not to exceed \$38,600 per year for the deliverables and in the amounts outlined for each year in Attachment A, the Scope of Work.
- 3.2 Beginning thirty (30) days after the execution date of the CONTRACT, CONSULTANT may submit invoices to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted, not more than monthly, to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- 3.3 The Parties hereby agree that all compensable expenses of CONSULTANT have been provided for in the total payment to CONSULTANT as specified in section 3.1 above. No additional fees or expenses of CONSULTANT shall be charged by CONSULTANT nor be payable by CITY, without prior approval and written agreement of the Parties.
- 3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents, and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.

- 3.6 This CONTRACT is partially or wholly grant funded. If reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY. Written notice of such adjustments shall be promptly delivered to CONSULTANT. CITY shall remain responsible for payment to CONSULTANT for any and all work performed prior to receipt of such notice.

IV. INDEPENDENT CONTRACTOR

- 4.1 CONSULTANT understands and agrees that CONSULTANT is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONSULTANT is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONSULTANT understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this CONTRACT. Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data, or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives a request to disclose or produce documents, CONSULTANT shall inform the CITY promptly for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONSULTANT shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 6.1 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

Under Texas Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 6.2 CONSULTANT and CITY agree that any results, information, or data associated with work performed pursuant to the Project shall be and remain governmental records and the joint property of the parties. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in the CONSULTANT. Subject to confidential treatment by CITY of CONSULTANT Confidential Information that may be disclosed thereunder, CONSULTANT grants CITY a permanent and perpetual, fully paid-up, non-exclusive license under CONSULTANT's copyrights to reproduce, publish, use, and to make derivative works, from any written

report prepared and delivered to CITY in accordance with this CONTRACT. The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. CONSULTANT and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require CONSULTANT to transfer any ownership interest in CONSULTANT's best practice and benchmarking information to the CITY. CONSULTANT understands and agrees that CONSULTANT's rights are subject to that of the U.S. Department of Health and Human Services and the federal government and that CONSULTANT must comply with 45 C.F.R. 74.36 with regard to intellectual property developed pursuant to this CONTRACT.

VII. RIGHT OF REVIEW AND AUDIT; RECORDS RETENTION

- 7.1 Review & Audit. CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY, at all reasonable times and as often as CITY may deem necessary during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 7.2 Public Information. If either party receives inquiries regarding documents within its possession pursuant to this CONTRACT, that party shall (a) within two (2) business days after receiving the requests forward such requests to other party for notification purposes and to afford the other party the opportunity to assert any applicable arguments or protections necessary to protect the information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or federal law, the party asserting confidentiality shall submit to the other party the specific statutory authority mandating confidentiality no later than two (2) business days of receipt of such request.
- 7.3 Retention. CONSULTANT shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or dispute arising from, involving or concerning this documentation or the services provided hereunder, CONSULTANT shall retain the records until the resolution of such litigation or dispute. CONSULTANT acknowledges and agrees that CITY shall have access to any and all such documents at any and all reasonable times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 CONSULTANT represents and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONSULTANT meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 This CONTRACT is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA # 93.600). CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.

- 9.2 CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City's Ethics Code, from having a financial interest in any CONTRACT with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 10.2 CONSULTANT represents, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONSULTANT further represents that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. INSURANCE

- 11.1 CONSULTANT and the CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

XII. INDEMNITY

- 12.1 **CONSULTANT and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. CONSULTANT and City shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.**

XIII. RESERVED

XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, “termination” shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate as of the end of such ten (10) day period.
- 14.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the City of San Antonio, the CITY’s legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT, except as provided herein after. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Audit; Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT’s sole cost and expense.
- 14.7 Within sixty (60) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its final claim, in detail and marked “Final Invoice,” for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. The CITY shall pay CONSULTANT in accordance with the provisions of Article III of this CONTRACT. Failure by CONSULTANT to submit its claims within said sixty (60) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, CITY may immediately commence an audit of the CONSULTANT’s books, accounts, and records. Within thirty (30) days after being notified by CITY of the results of said audit, the CONSULTANT shall pay CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY’s action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY’s remedies, nor shall such termination limit, in any way, at law or at equity, CITY’s right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment shall not be binding on the Parties unless such amendment be in writing, reviewed by the City Attorney's Office, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by the Parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

CITY

Attn: Director
Department of Human Services
100 W. Houston St, 9th floor
San Antonio, Texas 78205
DHSheadstartinvoices@sanantonio.gov

CONSULTANT

Richard S. Varner, Director
Scobee Education Center
1819 N. Main Avenue
San Antonio, Texas 78212
Rvarner4@alamo.edu

XVII. LEGAL AUTHORITY

- 17.1 CONSULTANT represents and certifies that the person signing on behalf of CONSULTANT is fully authorized to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 None of the work covered by this CONTRACT shall be sub-contracted without the prior written consent of the CITY and, if necessary, appropriate amendment to this CONTRACT consistent with the requirements herein. The violation of this provision by CONSULTANT shall not release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 CONSULTANT shall not assign or transfer CONSULTANT's interest in this CONTRACT or any portion hereof without the written consent of CITY and, if applicable, the Grantor. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XIX. SUCCESSORS AND ASSIGNS

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XX. NON-WAIVER

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Parties. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. VENUE AND GOVERNING LAW

- 21.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.

XXII. SEVERABILITY

- 22.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

XXIII. ENTIRE AGREEMENT

- 23.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, and contains all of the terms and conditions agreed upon, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV.

EXECUTED as of the date of the last party to sign below, the _____ day of _____, 2023.

CITY

City of San Antonio, Texas

Melody Woosley, Director
Department of Human Services

Date

CONSULTANT

San Antonio College

Terry A. Loomis

Assistant Director, Terry A. Loomis
ACCD Purchasing & Contract Administration

9/26/2023

Date

APPROVED AS TO FORM:

[Signature]

Assistant City Attorney

APPROVED
AS TO FORM ONLY
Ross Laughead
GENERAL COUNSEL, ALAMO COLLEGES

APPROVED
By Ross Laughead at 11:36 am, Sep 25, 2023

Attachment A – Statement of Work
Attachment B – General Information Form

Attachment A
Statement of Work

Consultant agrees to provide the following annual services at to be determined at mutually agreeable dates and times, to include but not be limited to the following, and which may be changed upon the written agreement of the Parties:

1. Up to 32 Micronaut Missions –
 - To include any materials needed
 - Cost: Up to \$500/Mission for a total not to exceed \$16,600

2. Up to two 6-hour Professional Development Sessions for teachers and teaching assistants—
 - To include science kits with tools and materials for use in the classroom
 - All teachers and assistants will receive 6-hour training certificates
 - Cost: Up to \$5,000/Session for a total not to exceed \$10,000

3. Up to eight (8) Parent Education Sessions –
 - Up to 25 parents each Session
 - To include training and take-home Science Kits
 - City will provide an interpreter and childcare
 - Cost: Up to \$1,000/Session for a total not to exceed \$8,000

4. Up to two Family Micronaut Mission Nights
 - To include any activity materials needed
 - City will provide an interpreter
 - Cost: Up to \$2,000/Session for a total not to exceed \$4,000

ATTACHMENT B

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent:

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: **San Antonio College - Scobee Education Center**

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: **1819 N. Main Avenue**

City: **San Antonio** State: **Texas** Zip Code: **78212**

Telephone #: **210-486-0103** Fax #:

Website Address: **http://www.alamo.edu**

Year Established: **1945**

Number of Years in Business Under Present Name: **75**

Social Security or Federal Employer Identification #: **74-6002173**

Texas Comptroller's Taxpayer Number, if applicable: **NA**

(NOTE: This is an 11-digit number sometimes referred to as the Comptroller's TIN or TID.)

DUNS Number: **0746027490000**

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any:

☐ Partnership

☐ Corporation

If checked, check one: ☐ For-Profit

☐ Non-Profit

Also, check one: ☐ Domestic

☐ Foreign

☒ Other

If checked, list business structure: **Public**

Name of Contract Signatory: **Terry A. Loomis**

Job Title: **Assistant Director, ACCD Purchasing & Contract Ad**

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Alamo Colleges

ATTACHMENT B

Provide address of office from which this project would be managed:

1819 N. Main Avenue			
(Street Address)			
San Antonio	Texas	78212	
(City)	(State)	(Zip Code)	
Telephone #:	210-486-0402	Fax #:	
Annual Revenue:	\$438,700,000		
Total Number of Employees:	+/- 6,446		
Total Number of Current Clients/Customers:	+/- 68,319		

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

San Antonio College (SAC) provides low-cost, high-quality higher education for residents of San Antonio and Bexar County. Our open enrollment Hispanic-Serving Institution and served 18,236 students in fall 2023(18.9% full time). More than 70% of all students are minorities, and at least 70.8% of all students received federal Pell grants, a reliable indicator of poverty.

List Related Companies:

Alamo Colleges Foundation, Inc
ACCD Public Facility Corporation

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name:	Richard S. Varner	Title:	Director, Scobee Education Center
Address:	1819 N. Main Avenue		
City:	San Antonio	State:	Texas
		Zip Code:	78212
Telephone #:	210-486-0402	Fax #:	
Email:	rvarner4@alamo.edu		

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

☐ Yes ☒ No

4. Is Respondent authorized and/or licensed to do business in the State of Texas?

☒ Yes ☐ No

If "Yes", list authorizations/licenses

Statutory, TX ED 130.162

5. Where is the Respondent's corporate headquarters located?

Address:	2222 N. Alamo		
City:	San Antonio	State:	Texas
		Zip Code:	78215-1195

ATTACHMENT B

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

☒ Yes ☐ No

If "Yes", respond to A and B below:

A. How long has Respondent conducted business from its San Antonio office?

Years: Months:

B. State the number of full-time employees at the San Antonio office?

If "No", does the Respondent have an office located within Bexar County, Texas?

☐ Yes ☐ No

If "Yes", respond to C and D below:

How long has Respondent conducted business from its Bexar County office?

Years: Months:

State the number of full-time employees at the Bexar County office?

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ Yes ☒ No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

☐ Yes ☒ No

If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

☐ Yes ☒ No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, and amount of assets.

ATTACHMENT B

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

☐ Yes

☒ No

If "Yes", state the name of the regulatory body or professional organization, date, and reason for disciplinary or pending disciplinary action.

11. Previous Contracts:

A. Has the Respondent ever failed to complete any contract awarded?

☐ Yes

☒ No

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

B. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

☐ Yes

☒ No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

C. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

☐ Yes

☒ No

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount, and reason for failing to complete the contract.

ATTACHMENT B

REFERENCES

Provide three (3) current private or public agency references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name:	Digital Display Solutions, Inc.				
Name:	Tiffany Morton		Title:	Accounting Manager	
Address:	12223 San Pedro Ave				
City:	San Antonio	State:	TX	Zip Code:	78216-2840
Telephone #:	210-404-1233		Fax #:		
Email:	tmorton@ddsav.com				
Date and Type of Service(s) Provided:	DDS, Inc. has contracted with the Scobee Education Center to modify the technology associated with the center's Audio/Visual presentations since 2019.				

Reference No. 2:

Firm/Company Name:	Challenger Center for Space Science Education				
Name:	Dr. Lance Bush		Title:	President/CEO	
Address:	422 First Street SE, 3rd Floor				
City:	Washington	State:	DC	Zip Code:	20003
Telephone #:	202-827-1580		Fax #:	202-827-0031	
Email:	lbush@challenger.org				
Date and Type of Service(s) Provided:	The Challenger Center organization is the national licensing organization for the Challenger Missions run in our center. They provide services for the simulator.				

Reference No. 3:

Firm/Company Name:	Evans & Sutherland				
Name:	Tammy Pfitzer		Title:	Program Manager	
Address:	770 Komas Drive				
City:	Salt Lake City	State:	UT	Zip Code:	84108
Telephone #:	801-588-7507		Fax #:		
Email:	tpfitzer@es.com				
Date and Type of Service(s) Provided:	Scobee has maintained a contract for the service and maintenance of the planetarium equipment with Evans & Sutherland since opening the renovated facility on 2014.				