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| **cid:image001.jpg@01C9A7E7.D7355390**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Grantor of Prime Award**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **CFDA Number If Applicable**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Prime Award Number** | **GRANT 2D SUBCONTRACT AGREEMENT**  **(FEDERAL FUNDS THROUGH STATE)**  **BETWEEN**  **ALAMO COMMUNITY COLLEGE DISTRICT**  **AND**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **SUBCONTRACTOR** |

This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”), collectively sometimes referred to herein as “the Parties.”

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

**WHEREAS**, a Texas state agency has awarded a grant involving, in whole or in part, federal funding passed through the State pursuant to a grant application (“Application,” attached as **Exhibit A** hereto) submitted in response to a request for proposal (“RFP,” attached as **Exhibit B** hereto) resulting in an award to a recipient (“Award,” attached as **Exhibit C** hereto, and “Recipient,” respectively), pursuant to which the Award Recipient has made an initial subcontract (attached as **Exhibit D** hereto) to Contractor (“Initial Subcontract”), contemplating or permitting a further Subcontract by Contractor to one or more of its own qualified subcontractors; and

**WHEREAS**, Subcontractor has reviewed the Application and such additional materials as it deems reasonably necessary and has determined that it would be a qualified Subcontractor under the Grant and wishes to contractually agree to be a Subcontractor under the Grant.

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

1. **DEFINED TERMS.**
   1. “**Application**”has the meaning set forth in the “Whereas” clauses.
   2. “**Award**” has the meaning set forth in the “Whereas” clauses.
   3. “**Business Days**” shall mean calendar days less Saturdays, Sundays and all holidays and

breaks observed by Contractor as reflected on its website.

* 1. “**Contractor**” has the meaning set forth in the introductory clause.
  2. “**Contractor Grant Coordinator**” means the designated employee of Contractor who will manage the subcontract relationship between Contractor and Subcontractor. The designated employee will be qualified to manage the subcontract relationship.
  3. “**Grant**” has the meaning set forth in the “Whereas” clauses, and consists of **Exhibits A, B**

**C & D**, as they may be subsequently amended or extended, with an order of precedence as

established by their respective terms and any applicable statutes and regulations.

* 1. “**Grantor**” means the grantor of the Award to Recipient.
  2. “**Grant Compliance Requirements**” means those Grant requirements pertaining to the duties of a Recipient or Subcontractor that relate primarily to all grants or a class or type of grant that rather than to the specific objectives of a particular grant, including, without limitation, reporting, accounting, compliance and similar general requirements.
  3. “**Grant Performance Requirements**” means those Grant requirements pertaining to a Recipient or Subcontractor’s specific duties of performance under a particular grant, as contrasted with “Grant Compliance Requirements” as herein defined.
  4. **“Initial Subcontract”** has the meaning set forth in the “Whereas” clauses.
  5. **“Recipient”** has the meaning set forth in the “Whereas” clauses.

**1.12** “**Subcontract**” means Contractor’s award of all or a portion of Contractor’s duties

under the Grant to Subcontractor.

**1.13** “**Subcontractor**” has the meaning set forth in the introductory clause.

**1.14** “**Subcontractor Grant Coordinator**” means the designated employee of Subcontractor who will manage the subcontract relationship between Contractor and Subcontractor.

The designated employee will be knowledgeable of the Grant and be experienced in managing grant subcontracts similar to the one established herein.

**2. GRANT AWARD OBJECTIVE(S) AND SCOPE.** The objectives and scope of the Award are set forth in **Exhibits A, B** and **C**. The objectives and scope of the Initial Subcontract are set forth in **Exhibits A, B, C** and **D**. The objectives and scope of the Subcontract are set forth in **Exhibits A, B, C, D** and **E**.

**3. SUBCONTRACT SCOPE.** The scope of the Subcontract to Subcontractor is described in **Exhibit E** hereto.

**4. SPECIFIC SUBCONTRACT RESPONSIBILITIES.** Subcontractor agrees toperform the Grant Performance Requirements described in **Exhibit E** hereto and to perform any other Grant Performance Requirements that by their terms apply to Subcontractors, and any Grant Performance Requirements of Recipient under the Award , or of Contractor under the Initial Subcontract, that fall within the scope of the general subcontract as described in **Exhibit E** hereto, all in compliance with the Grant Compliance Requirements.

**5. CHANGES TO AWARD.** Subcontractor agrees to accept changes to the Subcontract that: (i) are within the scope of the Subcontract and are made by the Grantor to the Award, or by Recipient to the Initial subcontract, as a matter of right, or as a condition of the non-exercise of remedies or sanctions against Recipient and/or Contractor, pursuant to the terms of the Grant and/or Initial Subcontract; (ii) consist of an extension of the Grant term at substantially equivalent levels of Subcontractor compensation for Subcontractor duties performed; and/; or (iii) consist of adjustments to deliverables under the Award requiring substantially equivalent effort and expense from Subcontractor at substantially equivalent levels of Subcontractor compensation.

**6. COMMUNICATION**. The Parties agree to communicate in furtherance of the Subcontract, including but not limited to setting mutually agreed upon hours in which Contractor and Subcontractor will perform the Subcontract deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Subcontract.

**7. POLICIES**. The Parties agree to advise one another, and their respective employee(s) assigned to the Grant, of their responsibility for complying with one another’s existing rules and regulations, and of the content of same.

**8. FLOW-DOWN TO SUBCONTRACTOR OF GRANT COMPLIANCE REQUIREMENTS**. Subcontractor agrees to comply with all Grant Compliance Requirements that by their terms apply to Subcontractors, and accepts the flow-down to Subcontractor of, and agrees to comply with, any and all such requirements imposed on Recipient under the Grant and on Contractor under the Initial Subcontract, that are not clearly inapplicable to the Scope of the Subcontract. Subcontractor also agrees to be bound by and comply with all applicable requirements of the Uniform Grant Management Standards of the Texas State Office of Budget and Planning, of the federal Office of Management and Budget (“OMB”), including, without limitation 2 CFR Part 200 and Circulars numbered A-102 and A-110, and of any additional applicable statutory, regulatory, or other requirements specified in the Grant RFP or any other portion of the Grant. The order of precedence in case of any conflict between requirements shall be determined by their respective terms and any applicable statutes and regulations.

**9. COMPLIANCE WITH APPLICABLE LAWS**. The Parties agree to comply with all applicable provisions of all federal, state and local laws and regulations, including any applicable Executive Orders, applicable to the operation of the parties and the Grant, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act (“FERPA”). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re- disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. If any Grant Performance Requirement cannot be met without access to individual-specific information the disclosure of which would require an individual consent or waiver under FERPA, HIPAA or any other applicable state or federal law or regulation, Subcontractor agrees to require, collect and maintain all of such required consents or waivers. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. Subcontractor agrees to abide by all applicable Recipient, Contractor and Grantor policies, including, without limitation, those relating to financial ethics and accountability and Institutional Review Board requirements.

**10. INSURANCE**.

**10.1** Contractor maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.

**10.2** Subcontractor shall obtain at its own cost such insurance, if any, which it determines to be

appropriate, to cover any material risks presented by its activities pursuant to this Agreement. Subcontractor shall obtain from its insurer(s), if any, a waiver of subrogation in favor of Contractor for all risks for which Contractor might otherwise be liable in subrogation to the extent that such risk of liability is presented by the responsibilities of the

parties under this Agreement, and in any such case shall provide written notice of the risk,

and evidence of waiver of subrogation, to Contractor’s Grant Administrator.

**11. PAYMENT**.

**11.1**  If the Award specifies the amounts receivable by Subcontractors under the Award, then total payments to Subcontractor under the Subcontract shall not exceed the amount specified for Subcontractor in the Award and shall be payable according to any milestones for Subcontractor’s performance specified in the Award. If the Award does not specify the amounts receivable by Subcontractors under the Award, then total payments to Subcontractor under the Subcontract shall not exceed the amount specified in **Exhibit D** hereto and shall be payable according to any milestones for Subcontractor specified therein.

**11.2** Contractor’s obligation to make payments to Subcontractor shall be contingent on Contractor’s receipt of payment from Recipient. Payments to Subcontractor shall be delayed and/or reduced by Contractor in direct proportion to any delays and/or reductions in the payments receivable by Contractor from Recipient.

**11.3** Subcontractor shall submit all invoices to Contractor at the address set forth in **Exhibit E**

hereto.

**11.4** Contractor will make payments to Subcontractor within forty-five calendar days after the later of the date of (i) receipt from Subcontractor of an invoice, report or other milestone completion representation applicable to the Subcontract triggering a payment requirement, or (ii) receipt of funds for the corresponding element of Contractor’s responsibilities under the Award from the Recipient. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Subcontractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Subcontractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Subcontractor may be withheld until such delinquency is remedied.

**11.5** Notwithstanding any provision to the contrary, Contractor will not be obligated to make any payment to Subcontractor if and for so long as Subcontractor is in breach or default under this Agreement.

**11.6** Subcontractor agrees to repay to Contractor, promptly on receipt of Subcontractor’s written demand, that portion of any amounts that Contractor becomes required to repay to Recipient attributable to any deficiencies in Subcontractor’s compliance with or performance under

this Agreement, including, without limitation, the Grant Compliance Requirements and the Grant Performance Requirements.

**12. TERM AND TERMINATION**. The Term of this Agreement is set forth in **Exhibit E** hereto. The Term may be extended thereafter by written agreement signed by both parties, which Subcontractor agrees to execute if limited to the scope of an extension pre-agreed by Subcontractor under Article 5 “Changes to Award” herein.

**12.1** **Termination for Termination of Grant.** Contractor may terminate this Grant (“Subtermination”) by written notice to Subcontractor if Grantor should terminate the Grant, or if Recipient should terminate the Initial Subcontract, in whole or substantial part. Any Subtermination shall be effective upon the effective date of any such termination if Contractor’s notice thereof to Subcontractor is delivered within five (5) Business Days of Contractor’s receipt of notice thereof, otherwise it shall be effective the date of Subcontractor’s receipt of notice thereof from Contractor. Any such termination shall be without liability of either party by reason thereof, except that Contractor shall use reasonable efforts to secure payment from for work performed prior to the date of receipt of notice of termination by Subcontractor and remit to Subcontractor its allocable share of any such payment received.

**12.2** **Termination for Material Breach.** This Agreement may be terminated by Contractor for

breach of any material terms or conditions of this Agreement by Subcontractor, which breach is not corrected by Subcontractor within fifteen (15) business days after written notice thereof is given to Subcontractor.

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

**14. Reports.** Subcontractor shall make any and all reports specifically required of Subcontractors under the Grant on or before the dates required by the Grant, or if no date is specified by the Grant, then at least 30 calendar days prior to the due date of any report required by Contractor under the Grant that requires the use of data derived from Subcontractor’s report. If there are no specific Grant requirements of reports by Subcontractors, then Subcontractor shall nevertheless make such reports to Contractor as are required by this Agreement as well as any other reports, whether or not specified, that are reasonably required to enable Contractor to make any reports required of Contractor under the Grant, at least 30 calendar days prior to the due date of any Contractor report. All Contractor reports shall be in a form required by the Grantor and/or usable by Contractor in compiling its own Grant-required reports, and shall be complete and accurate in their content.

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

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

**17. Identity Theft Prevention and Notification.** Subcontractor’s performance under this Agreement may include access to and review of confidential, personally identifying information of Contractor or third parties. Subcontractor agrees to use best practices to prevent identity theft and to promptly report in writing any red flags to the Contractor Grant Coordinator.

**18. Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not, in total or part, be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of both parties. Sixty (60) calendar days’ written notice is required for any change in status.

**19. Entire Agreement.** This Agreement, including its exhibits, represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, or guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Contractor

as expressly stated herein.

**20. Amendments.** Subject to the primacy of Article 5, amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.

**21. Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party’s control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

**22. Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**23. Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice-versa.

**24. Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.

**25. Exhibits.** Any and each exhibit to this Agreement is incorporated herein for all purposes.

**26. Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of

this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.

**27. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall

be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.

**28. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or

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

**29. Indemnification.** To the extent allowed by applicable law, SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Contractor, its Board of Trustees, officers, employees, agents, Subcontractors and assigns (“Protected Parties”) from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including attorneys’ fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Subcontractor’s use of Contractor’ facilities (“Claims”). Subcontractor’s duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, except to the extent that such injury, death or damage was caused, in whole or in part, by the gross negligence or intentional and knowing misconduct of any Protected Party. Contractor is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions.

**30. Release of Liability.** SUBCONTRACTOR HEREBY RELEASES Protected Parties from all liability for any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY, whether contributory, sole, or joint, PAST OR FUTURE, arising out of this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

**31. Release of Information**. Contractor is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act (“PIA”). In the event a request is made for information designated as proprietary, Contractor 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, Contractor will notify Subcontractor, in accordance with PIA, to assert any arguments Subcontractor may have in opposition to release of the information.  In the event Subcontractor requests judicial intervention, the party so requesting shall indemnify Contractor for its costs (including attorney's fees) associated with the judicial action.  Under no circumstances will Contractor be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.

**32. Independent Contractors.** Subcontractor and Contractor understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Subcontractor, its employees, and Contractor. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Subcontractor and Contractor further agree that nothing in this Agreement shall be construed to create a borrowed servant, joint employment or leased employee status with the employees of the other party.

**33. Records.** Subcontractor agrees to retain its records for a minimum of four (4) years following termination of the Subcontract, unless there is an ongoing dispute under the Subcontract, in which case such retention period shall extend until final resolution of the dispute. Subcontractor’s “Records” include any and all information, materials and data of every kind and character generated as a result of the work under this Subcontract. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in the Contractor’s judgment have any reasonably pertain to any matters, rights, duties or obligations under the Subcontract.

**34. Audit**. Subcontractor grants Contractor, Initial Recipient, Grantor, or their designees the right to audit, examine or inspect (“Audit”), at the Contractor’s election, all of Subcontractor’s records relating to the performance of the Subcontract during its term and subsequent retention period. Contractor agrees that it will exercise this right only during regular business hours. Subcontractor agrees to allow access to all of Subcontractor’s Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Subcontractor also agrees to provide adequate and appropriate work space necessary to conduct Audits.

**35. Priority**. If there should be different requirements imposed on Subcontractor by the text of this Agreement and by material incorporated by reference from **Exhibits A, B, C, D & E** and/or applicable laws or regulations, the most stringent of such shall apply unless that violates rather than supplements applicable laws or regulations. The provisions of **Exhibit D** shall prevail to the extent of any conflict with **Exhibit C**, and **Exhibit C** shall prevail to the extent of any conflict with **Exhibits A and B**, and **Exhibit A** shall prevail to the extent of any conflict with **Exhibit B**. **Exhibit E** will prevail to the extent of any conflict with any other exhibit, but only as regards to Grant Performance Requirements;

otherwise, it shall be last in order of priority.

**36. Attorney’s Fees**. Should the parties proceed beyond mediation to suit regarding any dispute under this Agreement, the prevailing party shall be entitled to recover its attorney’s fees, expert witness fees and other legal expenses and costs of court.

**37. Certification of Debarment/Suspension Status**. Subcontractor certifies with its execution of this Subcontract that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the State of Texas or of the United States, or in receipt of a notice of proposed debarment or suspension. The Subcontractor shall provide immediate notice to Contractor in the event of being suspended, debarred or declared ineligible by any Texas or United States department or agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Subcontract. The Subcontractor agrees to secure from its subcontractors certification that such participants are not suspended, debarred or declared ineligible from entering into contracts with any Texas or United States department or agency, or in receipt of a notice of proposed debarment or suspension.

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

**ALAMO COMMUNITY COLLEGE DISTRICT: SUBCONTRACTOR:**

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

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

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

EXHIBIT A – Grant Application

EXHIBIT B – Grant RFP and any revisions

EXHIBIT C – Grant Award Agreement

EXHIBIT D – Subcontractor Grant Performance Requirements and Budget

EXHIBIT A TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT SUBCONTRACTOR

GRANT APPLICATION MADE BY PRIMARY GRANT RECIPIENT

EXHIBIT B TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT SUBCONTRACTOR

GRANTOR RFP RESPONDED TO BY PRIMARY GRANT RECIPIENT

EXHIBIT C TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT SUBCONTRACTOR

GRANT AWARD AGREEMENT

BETWEEN GRANTOR AND INITIAL RECIPIENT

EXHIBIT D TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT SUBCONTRACTOR

GRANT SUBCONTRACT AGREEMENT

BETWEEN INITIAL RECIPIENT AND ALAMO COMMUNITY COLLEGE DISTRICT

EXHIBIT E TO GRANT SUBCONTRACT AGREEMENT

MADE BY ALAMO COMMUNITY COLLEGE DISTRICT AS GRANT CONTRACTOR

SPECIFICS OF GRANT SUBCONTRACT MADE BY ALAMO COMMUNITY COLLEGE DISTRICT

1. General Description of Subcontract:
2. Grant Performance Requirements:
   1. Deliverables:
   2. Schedule:
   3. Payment and Milestones:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[description of milestone] - $\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[description of milestone] - $\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[description of milestone] - $\_\_\_\_\_\_\_\_\_\_\_

Total: $\_\_\_\_\_\_\_\_\_\_\_

3. Subcontractor shall submit all invoices to Contractor at the following address:

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

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

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

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

The Term of this Agreement shall commence on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_** and terminate on **\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.** No payment may made be made under this Agreement outside of its term.

5. Notices to Contractor:

Alamo Colleges

Att’n: Office of Grants Accounting

811 West Houston Street

San Antonio, Texas 78207

Email: cmartinez687@alamo.edu

With Copy to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ College/District Offices of \_\_\_\_\_\_\_

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

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

Email: \_\_\_\_\_\_@alamo.edu

Notices to Subcontractor:

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

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

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

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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