



## PROCUREMENT OPERATIONS

### **Invitation for Bid (IFB)**

**Project Title: Government Relations Services  
(State and Local only)**

**Project No. 12-17**

**HOUSTON COMMUNITY COLLEGE**

**INVITATION FOR BIDS**

**Date: October 24, 2011**

**Project Title: Government Relations Services (State and Local Only)**

**Project No.: IFB 12-17**

.....  
**ISSUED BY:**

Houston Community College  
Procurement Operations Department  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002

**SUBMIT INQUIRES TO:**

Name: Georgia Coats  
Title: Purchasing Agent  
Telephone: (713) 718-5004  
Fax: (713) 718-2113  
Email: georgia.coats@hccs.edu  
.....

**NOTICE TO BIDDERS**

**1. Project Overview:**

Houston Community College ("HCC") is seeking bids from qualified firms to provide Government Relations Services (State and Local Only) as described in Attachment No. 2, and in accordance with the terms, conditions and requirements set forth in this Invitation For Bids

**BIDDERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS IFB CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**2. Pre-Bid Meeting:**      \_\_\_\_\_Mandatory      \_\_\_\_\_Not mandatory        x   Not Applicable

A pre-bid meeting will be held in the Procurement Operations department, 3100 Main Street (11<sup>th</sup> Floor, Room #11A07) Houston, Texas 77002 on \_\_\_\_\_n/a\_\_\_\_\_ at 10:00 AM (local time).

**3. Bid Due Date/Time:**

HCC will accept sealed bids in original form to provide the required Government Relations Services until 3:00 PM (local time) on November 10, 2011. Bids will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**4. Contract Term:**

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year with the option to renew for an additional one (1) year term. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

**5. HCC Contact:**

Any questions or concerns regarding this Invitation For Bid shall be directed to the above named HCC individual.

HCC specifically requests that Bidders restrict all contact and questions regarding this IFB to the above named individual. The above named individual must receive all questions or concerns no later than November 03, 2011.

**6. Inquiries and Interpretations:**

Responses to inquiries which directly affect an interpretation or change to this IFB will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the IFB will be notified of the addendum; and all addenda will be posted on the HCC Website. [www.HCC.edu](http://www.HCC.edu) . All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of such in their bid. Firms receiving this bid other than directly from

HCC are responsible for notifying HCC that they are in receipt of a bid package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Bidder must acknowledge receipt of all addenda in Attachment No. 3 of this IFB (Bid/Contract Award Form).

## **7. Obligation and Waivers:**

**THIS IFB IS A SOLICITATION FOR BID AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

**THIS INVITATION FOR BID DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION AND SUBMITTAL OF A BID.**

**HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY BID AND/OR REJECT ANY AND ALL BIDS OR A PART OF A BID, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

**HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL BID. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE BID DOCUMENTS AND/OR BIDS RECEIVED OR SUBMITTED.**

**BY SUBMITTING A BID, BIDDER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

**HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD. To register go to:**

<https://HCC.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

## **8. Attachments:**

The Following Attachments are hereby incorporated and made a part of this Invitation For Bid:

Attachment No. 1, Instructions to Bidders  
Attachment No. 2, Scope of Services  
Attachment No. 3, Bid/Contract Award Form  
Attachment No. 4, Bidder Questionnaire  
Attachment No. 5, Bidder's Certifications  
Attachment No. 6, Conflict of Interest Questionnaire (Form CIQ)  
Attachment No. 7, Financial Interests and Potential Conflicts of Interests  
Attachment No. 8, Sample Agreement

**HCC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.**

**ATTACHMENT NO. 1  
INSTRUCTIONS TO BIDDERS**

**1. General Instructions:**

- a. Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Bids and any other information submitted by Bidders in response to this Invitation For Bid shall become the property of HCC.
- c. HCC will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for bid preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit bids at their own risk and expense.
- d. Bids which are qualified with conditional clauses, or alterations, or items not called for in the IFB documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this IFB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs.
- f. HCC makes no guarantee that an award will be made as a result of this IFB, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this IFB or resulting Agreement when deemed to be in HCC's best interest. Representations made within the bid will be binding on responding firms. HCC will not be bound to act by any previous communication or bid submitted by the firms other than this IFB.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Bid/Contact Award Form (ref. Attachment No. 3). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Invitation for Bid may result in the rejection of your bid.

**2. Preparation and Submittal Instructions:**

- a. Respondents must complete, sign and return the attached the Bid/Contract Award Form (ref. Attachment No. 3) and must complete and return the following documents, as required:
  - Bid /Contract Award Form (Attachment No. 3)
  - Bidder Questionnaire (Attachment No. 4)
  - Bidder's Certifications (Attachment No. 5)
  - Conflict of Interest Questionnaire (Attachment No. 6)
  - Financial Interests and Potential Conflicts of Interests (Attachment No. 7)
- b. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.
- c. Responses to this IFB must include a response to the bid requirements set forth in Section 4, below.

d. Page Size, Binders, Dividers and Electronic Copy

Bids must be typed on letter-size (8-1/2" x 11") paper. HCC requests that bids be submitted in a binder. Preprinted material should be referenced in the bid and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic Copy (compact disc or flash drive) of the bid must be provided in an Adobe Acrobat (.pdf) format.

e. Table of Contents

Include with the bid a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the bid as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

f. Pagination

All pages of the bid should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

g. Number of Copies

Submit one (1) original and four (4) copies of your Bid including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Bid documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

h. Submission

One (1) original and all required copies of the Bid, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Invitation For Bid, Section 3 and delivered to:

Houston Community College  
Procurement Operations Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 12-17  
Attn: Georgia Coats

h.1 The envelope containing a bid shall be addressed as follows:

Name, Address and Telephone Number of Bidder;  
Project Description/Title;  
Project Number; and  
Bid Due Date/Time.

h.2 Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.

h.3 Telephone bids are not acceptable when in response to the Invitation For Bid.

h.4 Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Invitation For Bid.

### **3. Eligibility for Award:**

- a. In order for a Bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the Bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible Bidders, at a minimum, must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - Have a satisfactory record of past performance;
  - Have necessary personnel and management capability to perform any resulting contract;
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the bid is so certifying to such non-delinquency;
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Bidder(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible Bidder. Failure to provide any requested additional information may result in the Bidder being declared non-responsive and the bid being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the Bidder or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or Bidder shall not be eligible to be considered for this solicitation if the person or Bidder engaged in or attempted to engage in prohibited communications as described in Section 11 of this solicitation.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.

#### **4. Preparation of Bid:**

##### **a. Technical Proposal:**

Bidder shall submit Technical Proposal responding to all Questions set forth in the Bidder Questionnaire, Section 3.0 attached hereto as Attachment No. 4.

##### **b. Price Proposal:**

Bidder shall submit a Price Proposal respondent to all requirements set forth in the Bidder Questionnaire, Section 4.0 attached hereto as Attachment No. 4.

#### **5. Evaluation Criteria:**

An Evaluation Committee ("Committee") will review all bids to determine which Bidders have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated Bidder(s) evaluated by the Committee **may** be invited to make an oral presentation of their written bid to the Committee and/or the HCC Board of Trustees. Bids will be evaluated using the following criteria:

<b><u>Evaluation Criteria</u></b>	<b><u>Available Points</u></b>
• Qualifications and Experience of Firm:	15
• Reputation including past performance at HCC	10
• Qualifications and Experience of Personnel	20
• Quality of services and the extent they meet HCC needs	35
• Price Proposal	20
<hr/>	
Total Points: 100	

#### **6. Contract Award:**

Award of a contract, if awarded, will be made to the Bidder who (a) submits a responsive bid; (b) is a responsible Bidder; and (c) offers the best value to HCC, price and other factors considered. A responsive bid and a responsible Bidder are those that meet the requirements of and are as described in Section 3 of this solicitation. HCC may award a contract, based on initial bids received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the Bidder can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the bid documents submitted and consider the bid for award.

#### **7. Postponement of Bids Due Date/Time:**

Notwithstanding the date/time for receipt of bids established in this solicitation, the date and time established herein for receiving bids may be postponed solely at HCC's discretion.

#### **8. Oral Presentations:**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each Bidder should be prepared to make a presentation to HCC. The presentations must show that the Bidder clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

### **9. Prime Contractor/Contracts for Services:**

The prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

### **10. Internship Program:**

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

### **11. Prohibited Communications:**

Except as provided in exceptions below, the following communications regarding this solicitation or any other invitation for bids, requests for bid, requests for qualifications, or other solicitation are prohibited:

- [1] Between a potential vendor, subcontractor to vendor, service provider, Bidder, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-bid conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

### **12. Drug Policy:**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.



### **13. Taxes:**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No bid shall include any costs for taxes to be assessed against HCC.

### **14. Texas Public Information Act:**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("the Act") after a contract if any, is awarded. If the Bidder considers any information submitted in response to this request for bid to be confidential under law or constitute trade secrets or other protected information, the Bidder must identify such materials in the bid response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the Bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

### **15. Appropriated Funds:**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

### **16. Conflict of Interest:**

If a firm, Bidder, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a bid or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person/Bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 6, Conflict of Interest Questionnaire (Form CIQ), and Attachment No. 7, Financial Interest and Potential Conflict of Interests** with the bid package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

**Note: Attachment No. 6 and Attachment No. 7 shall be completed, signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your bid non-responsive.**

### **17. Ethics Conduct:**

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

### **18. No Third Party Rights:**

Any contract resulting from this solicitation is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in the Contract shall create or be deemed to create a relationship between the Parties to the Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**19. Withdrawal or Modification:**

No bid may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a bid may be withdrawn and resubmitted any time prior to the time set for receipt of bids. No bid may be withdrawn after the submittal deadline without approval by HCC which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

**20. Validity Period:**

Bids are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Bids, if accepted, shall remain valid for the life of the Agreement.

**22. Terms and Conditions:**

The selected bidder will be expected to enter into an agreement with HCC based on the terms set forth in the Sample Agreement, Attachment No. 8.

Bidders may offer for HCC's consideration alternate provisions to the Sample Agreement. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

## **ATTACHMENT NO. 2**

### **SCOPE OF SERVICES For Governmental Relations Services (State and Local Government Only)**

**HCC Project No.: 12-17**

#### **1. General**

This scope of services covers the requirements for the Contractor to perform State and Local Governmental Relations Services for HCC. It is not the intent to mention each and every item required of Contractor. In performing the work Contractor represents it has the skills, knowledge, resources, and experience required to perform the work to meet HCC's requirements, and to perform such work in accordance with best industry practices.

#### **2. Scope of Services**

- Assist with developing a legislative agenda and plan, including state and local levels.
- Communicate with governmental agencies and officials regarding legislative, regulatory or other matters of mutual interest and advocate for the benefit of HCC.
- Seek and obtain access and/or develop relationships with governmental organizations with similar needs to higher education or related areas.
- Assist in developing and implementing strategies to educate key state and local executive, legislative and regulatory leaders and their staffs on issues important to HCC, including initiating informational meetings to discuss relevant issues.
- Represent the interests of HCC in seeking support or opposition to legislation, rules, policies and programs that may affect HCC, including drafting proposed legislation, identifying sponsors of legislation, and appearing as an advocate before appropriate governmental bodies.
- Monitor and report on matters relating to the rule-making process at the Higher Education Coordination Board and other relevant bodies to protect against changes in administrative rules that may adversely impact HCC.
- Work with trade associations, interest groups, and any other private or public entities sharing common interests with HCC.
- As directed by HCC personnel, work with HCC federal policy advisors to advance policy considerations that require state and federal policy advisor coordination.
- Perform other services reasonably related to the provision of governmental relations services at the state and local levels that benefits HCC policy goals and objectives.

### **3. Deliverables**

#### **3.1 General**

The deliverables cover those items the Contractor shall produce to HCC during the course of this Agreement.

#### **3.2 Deliverables**

- a. The Contractor shall prepare a summary of work activities performed under an Agreement during each billing period and submit the same with each invoice for payment purposes.
- b. Identify, assess with HCC personnel and provide a final analysis of the relevant Texas Legislature's Interim Charges from the 2011 Legislative session.
- c. Periodic data that reflects the candidate pool of various elective offices, election outcomes and any other relevant information that benefits HCC.
- d. Relevant committee assignments at the state and local levels.
- e. Periodic reports, bills, bill analysis, bill history that reflects the status of existing and/or proposed legislation relevant to higher education, particularly community colleges within the state of Texas.
- f. Position HCC to communicate effectively its legislative agenda by providing opportunities to foster and establish relationships with elected officials and their staff.

Notwithstanding the above-identified deliverables, the Contractor, with all due diligence, shall provide any pertinent information and perform any reasonable duty that will position HCC to effectively and efficiently advance its policy agenda.

**ATTACHMENT NO. 3**

**HOUSTON COMMUNITY COLLEGE  
INVITATION FOR BIDS  
BID/CONTRACT AWARD FORM**

**PROJECT TITLE:**  
**PROJECT NO.: IFB 12-17**

**Name of Bidder/Contractor:** \_\_\_\_\_

**Federal Employer Identification Number** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Receipt of Bid Amendment Number(s):** \_\_\_\_\_  
\_\_\_\_\_

In compliance with the requirements of this Invitation For Bids for providing Government Relation Services (State and Local Only) the undersigned hereby proposes to furnish all necessary resources required to perform the Government Relation Services (State and Local Only) in accordance with our Technical Proposal and Price Proposal dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_

**ACCEPTANCE AND CONTRACT AWARD FORM**

(Note: This page will be completed by HCC.)

.....  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)

Project No. \_\_\_\_\_  
.....

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2011.

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

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

**ATTACHMENT NO. 4**

**Bidder Questionnaire**

**HCC Project No. : IFB 12-17**

**1.0 Company Profile:**

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Bidder operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your bid
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

1.2 **COMPANY MAJORITY OWNERSHIP** (Check one in each column)

ETHNICITY

GENDER

LOCATION

<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian ( C )		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA)		<input type="checkbox"/> Public Owned (PO)
<input type="checkbox"/> Other (O) Specify _____		

**BUSINESS CLASSIFICATION**

<input type="checkbox"/> <b>DBE</b> Disadvantaged Business Enterprise	<input type="checkbox"/> <b>SB</b> Small Business
<input type="checkbox"/> <b>WBE</b> Women Owned Business Enterprise	<input type="checkbox"/> <b>MBE</b> Minority Business Enterprise
<input type="checkbox"/> <b>HUB</b> Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **2.0 Customer References:**

2.1 Your response must include a listing of at least three (3) customers for which you have provided Government Relations Services of the type and kind required by this IFB. Your customer reference list shall include the company name; contact person including telephone #; scope of services, and the period of time for which work was performed.

2.2 Provide a reference list of all customers for whom you have performed work during the past three (3) years. The List to include company name, contact person, telephone #, and email address (if known).

## **3.0 Technical Proposal:**

Your Technical Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 2, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

3.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.

3.2 Qualifications and Experience:

a. Describe your company's specific knowledge, experience and expertise in providing Government Relations Services (State and Local Only) described in this IFB. Specifically your response must demonstrate that:

- your firm possesses the relevant experience relating to policy matters affecting community colleges (*e.g.*, appropriations, annexations, service area boundary concerns, Momentum Points Funding, dual credit and transfer and completions rates);
- your firm possesses knowledge of the relevant legislative history and an insightful perspective of contemplated policy considerations and existing laws that will aid the college in devising specific legislation that advances its legislative agenda, mission and strategic goals.
- your firm understands the procedural process for advancing a policy agenda at the state and local levels and the nature and scope of the project as it applies to policy matters affecting community colleges, particularly HCC.

b. Provide a staffing plan including resumes for all proposed "key" staff members who will be assigned to this account, and defines their role and responsibilities in supporting the HCC account.

c. Identify the staff/personnel resources outside of your firm you typically engage to assist in performing the work contemplated under this IFB and the role they play in performing the services

3.3 Project Plan: Provide a detailed Project Plan identifying key tasks and milestone commencing date of contract award through submittal of all deliverables. Your response should clearly define both your and HCC's responsibilities and resources required during the engagement.



3.4 Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.

3.5 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company

**4.0 Price Proposal:**

Bidder quotes the following professional fees, travel expenses and reimbursables to perform the services and provide the associated deliverables for the initial contract term:

a) Professional Fees: \$ \_\_\_\_\_/month

b) Travel /Per Diem Expenses: \$ \_\_\_\_\_/month (not to exceed)

c) Miscellaneous Reimbursable Expenses \$ \_\_\_\_\_/month (not to exceed)

d) Please identify any and all other fees or expenses related to your performing the work that will be billed to HCC.

e) Please indicate the maximum increase (percentage of professional fees only) if HCC elects to renew the agreement for an additional one (1) year term. \_\_\_\_\_%

**ATTACHMENT NO. 5**  
**BIDDER'S CERTIFICATIONS**

**HCC Project No.: 12-17**

**1. NON-DISCRIMINATION STATEMENT:**

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the IFB. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through the day the contract documents are signed by all parties.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Bidder, violation of the Blackout Period may result in the cancellation of the referenced transaction, disbarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

**3. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity:

YES or NO

Has any owner of your business entity been convicted of a felony? \_\_\_\_\_

Has any operator of your business entity been convicted of a felony? \_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

I attest that I have answered the questions truthfully and to the best of my knowledge.

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, \_\_\_\_\_,  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 6**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;">                     _____                      Name of Officer                 </div> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<b>4</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">                     _____                      Signature of person doing business with the governmental entity                 </div> <div style="width: 30%;">                     _____                      Date                 </div> </div>		

Adopted 06/29/2007

**Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate**

**ATTACHMENT NO. 7  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**HCC Project No.:12-17**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College System  
Attn: Office of Systemwide Compliance, Compliance Officers  
3100 Main St, 12<sup>th</sup> Floor  
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

**a.** If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**b.** For each individual named above, show the type of ownership/distributable income share:

Ownership interest exceeding 10%	( _____ )
Ownership interest exceeding \$15,000 or more of the fair market value of vendor	( _____ )
Distributive Income Share from Vendor exceeding 10% of individual's gross income	( _____ )
Real property interest with fair market value of at least \$2,500	( _____ )
Person related to or married to individual has ownership or real property interest in Vendor	( _____ )
No individuals have any of the above financial interests (If none go to Section 4)	( _____ )
sole proprietorship    ___ stock    ___ partnership    ___	
other (explain): _____	

**c.** For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_\_).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_ %, or  
the value of ownership interest \$ \_\_\_\_\_ .

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

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

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b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

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

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**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

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

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b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

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

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**Section 4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

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

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

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c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

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

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

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This disclosure is submitted on behalf of:

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(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-2099

**I attest that I have answered the questions truthfully and to the best of my knowledge.**

**Signed:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Address of Company:** \_\_\_\_\_

**State of** \_\_\_\_\_

**Sworn to and subscribed before me at** \_\_\_\_\_  
(City) (State)

**this the** \_\_\_\_\_ **day of** \_\_\_\_\_, **2011.**

**Notary Public for the State of:** \_\_\_\_\_



**ATTACHMENT NO. 8**

**SAMPLE CONSULTING SERVICES CONTRACT**  
**SAMPLE PROJECT**

This Contract ("Contract") is made by and between the Houston Community College ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002, and \_\_\_\_\_, a \_\_\_\_\_ corporation (the Contractor), whose address is \_\_\_\_\_ (individually, "Party" and collectively, "Parties"), effective as of \_\_\_\_\_201\_ ("Effective Date").

**RECITALS**

WHEREAS, HCC has need of \_\_\_\_\_consulting services to complete certain \_\_\_\_\_-related projects ("Project") that are in-progress and mission critical to HCC; and

WHEREAS, Contractor has demonstrated competence to perform the \_\_\_\_\_ consulting services and to complete the Project as set forth and required under this Contract; and

WHEREAS, at its meeting on \_\_\_\_\_201\_, the HCC Board of Trustees ("Board") approved procurement of the \_\_\_\_\_ from the Contractor in accordance with the terms and conditions set forth in the Action Item presented to the Board; and

WHEREAS, the Board authorized the HCC Chancellor to enter a contract with Contractor for such services; and

WHEREAS, Contractor desires to and has agreed to perform such services; and

WHEREAS, HCC finds that it is within its mission and purpose to procure such services and enter this Contract.

NOW THEREFORE, for the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, HCC and Contractor, agree to the following:

**TERMS AND CONDITIONS OF CONTRACT**

**1. SERVICES AND PROGRESS REPORTS**

1.1 The Contractor shall provide \_\_\_\_\_consulting services for completion of the Project to HCC, in accordance with the deliverables and Scope of Services attached hereto as Exhibit A ("Services"), within the timeline and milestones set forth in Exhibit B ("Timeline"), and under the terms and conditions set forth in this Contract.

1.2 The Contractor shall perform and complete the Services to the satisfaction of HCC on or before the dates set forth in the Timeline. The Contractor shall allocate adequate time, personnel, and resources as necessary to perform the Services. The Contractor shall review or has reviewed HCC's strategic goals to "Focus on Teaching and Learning" furnished by HCC and has discussed with HCC the programs and specific requirements of the Project. The Contractor shall diligently perform all Services under this Contract and shall strive to further the interest of HCC in accordance with HCC's Project requirements and procedures. The Contractor warrants and represents that qualified personnel shall perform the Services and all Services shall be of a professional quality.

1.3 The Contractor shall use its best professional efforts, skill, judgment, and abilities in performing the Services. The Contractor agrees and acknowledges that HCC is relying on its professional advice, opinion, efforts, skill, judgment, and abilities and but for such reliance, which is a material inducement for HCC engaging the Contractor to perform the Services, HCC would not have entered this Contract with the Contractor.

1.4 HCC designates \_\_\_\_\_, as the contact person for HCC ("HCC Representative"). Without limiting the Board's authority in Section 2, the HCC Representative shall have day-to-day authority to make decisions and have oversight and approval of the Services delivered. The HCC Representative also shall have the authority to determine whether the Services rendered by the Contractor are satisfactory in accordance with Sections 2 and 5.

1.5 The Contractor designates \_\_\_\_\_ to serve as Project team leader ("Project Leader") to ensure timely and satisfactory delivery of the Services. The Contractor shall not change the Project Leader without receiving prior written approval from HCC.

1.6 The Project Leader shall provide to the HCC Representative written monthly progress reports outlining the Services performed and completed during the prior month. The progress reports shall include: (a) a description of the Services performed under the Scope of Work from Exhibit A; (b) a description of the task(s) within the Scope of Work that is being worked on; (c) task statuses (e.g., *Completed, In-progress, On-hold, Not started*); (d) task status dates; (e) task status comments; (f) progress on Deliverables from Exhibit B, including information requested by HCC (e.g., *Completed, In-progress, On-hold, Not started*); (g) comments; (h) timelines, if applicable.

## 2. **EVALUATION OF SERVICES**

2.1 HCC shall have the right to determine, in its sole discretion, whether the Services rendered by the Contractor under this Contract are satisfactory and meet the standards expected by HCC. In the event that HCC is not satisfied that the Contractor has performed the Services in an acceptable manner and/or that such Services do not meet the standards required by HCC for the Project and/or that the Work Product (as hereinafter defined) does not meet the expectations of HCC, HCC shall have the right to reject such Services or such Work Product, in which case, either of the following shall occur: (a) the Contractor shall re-perform any unsatisfactory or non-conforming Services or redesign or reconstruct such Work Product at no cost to HCC; or (b) HCC shall terminate the Contract and shall not be obligated to pay any Fees (as hereinafter defined) attributable to the unsatisfactory or non-conforming Services or Work Product.

2.2 The Parties agree that the HCC shall have the right to have access to the area where and equipment on which Contractor is performing Services and to any Work Product resulting from the Services to evaluate Contractor's Services under this Contract, to ensure compliance with all Applicable Law (as hereinafter defined), to review documentation, and/or to obtain other pertinent information.

## 3. **BOARD APPROVAL; CHANGE IN SERVICES**

3.1 The Board, by majority vote, is the only representative of HCC, having the authority to approve material changes in the Scope of Services, to authorize any change in this Contract that would result in an increase in the Fee of \$50,000.00 or more in a twelve (12) month period, or to agree to an extension of the date of completion of Services beyond the next fiscal year.

4. **TERM; RENEWAL; TERMINATION**

4.1 Term. The term of this Contract shall be from \_\_\_\_\_ **2011** through \_\_\_\_\_ **2012** ("Term") unless renewed or earlier terminated as set forth herein. Renewal. This Contract may not be renewed except as authorized by the Board. Except for any change in the Scope of Services and/or the Fee, the terms and conditions of any renewal shall be as set forth herein.

4.2 Termination.

(a) This Contract may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, HCC shall pay the Contractor any undisputed amounts not previously paid for Services actually and satisfactorily performed up to the date of termination.

(b) The term of this Contract is contingent upon the availability of appropriated funds. HCC shall have the right to cancel the Contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the Contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the Contract by giving the selected contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation of the Contract, HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period. The HCC fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

(c) This Contract may be terminated by either Party in the event of breach of this Contract. A breach occurs when either Party fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Contract immediately and pursue any remedies available under law for breach of contract.

5. **COMPENSATION; FEES**

5.1 As consideration for the Services satisfactorily provided by the Contractor, HCC will pay the Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per full month ("Fee") (any two or more month's Fees shall be referred to herein as "Fees") during the Term, which will result in a total compensation of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Anticipated Fee"); except that the Anticipated Fee may be less than \$\_\_\_\_\_ in the event of certain conditions as set forth in this Contract such as early termination of this Contract or any other provision of this Contract that affects the Fee.

5.2 On or before the 10<sup>th</sup> of each month during the Term, the Contractor shall send an Invoice (as hereinafter defined) for the Fee for the past month's Services to the HCC Representative for review. The invoice shall include (either on the invoice or as an attachment) a detailed description of Services performed and Work Product achieved during that Fee period. The Invoice also shall include a schedule showing progress toward dates set forth in the Timeline; any non-conforming work that needs to be re-performed; any necessary steps to be taken to correct any delays in delivering the Services or Work Product by the dates set forth in the Timeline; a statement of work/services performed by subcontractors and the amounts paid such subcontractors; any data substantiating the Services performed; and any other information requested by HCC (the invoice showing the Fee owed and all attachments and descriptions and other information to be included with the submittal of the invoice collectively shall be referred herein as "Invoice"). Additionally, to the extent that Contractor has employed any subcontractors in accordance with its obligation to comply with HCC's Small Business Development Program,

Contractor shall obtain and submit to HCC waivers from any subcontractors so employed when that portion of the Services or Work Product assigned to that subcontractor has been completed. No final payment of the Fee or any portion thereof shall be paid to the Contractor without submission to HCC of waivers from each subcontractor who performed any work or furnished any equipment or supplies for the Project. The Contractor shall sign each Invoice stating that to Contractor's knowledge, information, and belief, the Services has been completed in accordance with terms and conditions of the Contract.

5.3 Upon receipt of the Invoice, the HCC Representative shall review same and if he/she agrees that the Services have been performed in a satisfactory manner, and the Work Product thereof is acceptable, the Invoice shall be processed for payment. The Fee or applicable undisputed portion thereof shall be paid within thirty (30) days from receipt of the Invoice. If Services or Work Product has not met the satisfactory approval of the HCC Representative, current and future payments of the Fee shall not be made until both Parties agree that Services have been completed in a satisfactory manner or the Work Product is acceptable. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

5.4 In the event of termination, or if the Term of the Contract ends on a date that is not a full month after the end of the previous Fee period, or for any other reason for which the Services were rendered for only a part of a month, the Fee for that month shall be prorated for the period by dividing the Anticipated Fee by 264 and multiplying the result by the number of days in the month covered by the period for which the Contractor performed Services that month.

5.5 The acceptance of final payment of the Fee shall constitute a waiver of any claim the Contractor may have against HCC that the Contractor has not previously identified in a notice of claim or demand. HCC reserves the right to retain final payment for thirty (30) days pending successful completion of all assigned tasks, and approval from HCC Representative.

## 6. **APPLICABLE LAW**

6.1 The Contractor agrees to perform the Services in compliance with all applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Age Discrimination Act of 1975; the Americans with Disabilities Act; The Family Educational Rights and Privacy Act of 1974; the Texas Government Code; the Texas Local Government Code; and all applicable HCC policies and procedures ("Applicable Laws" or "Applicable Law").

## 7. **RECORDS AND RECORDKEEPING**

7.1 The Parties shall comply with all Applicable Laws regarding Project records including, but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Freedom of Information Act ("FOIA"), the Texas Public Information Act ("PIA"), and the Texas Records Retention laws ("RR laws").

7.2 All records and reports either generated, prepared, assembled, or maintained by the Contractor in relation to the Project will be available for review, inspection, and audit by the HCC and its auditors. Copies will be made available upon request and in conformity with FERPA, the FOIA, the PIA, and the RR laws.

8. **CONFIDENTIALITY**

8.1 As used herein, Confidential Information shall mean all information that is disclosed by either Party ("disclosing Party") to the other Party ("receiving Party"), including without limitation, trade secrets; know how; business and product plans; student information; marketing information and other confidential or proprietary business information, including without limitation all such information relating to either Party's governing board, and their respective clients, customers, and employees. Confidential Information shall not include information which: (a) is information already known by or in the possession of the receiving Party and which was acquired in a lawful manner other than subject to any ongoing obligation of confidentiality already in the recipient Party's possession at the time of disclosure thereof; (b) is information which is now or hereafter becomes a part of the public domain through no wrongful act or omission of the receiving Party or those acting in concert with the receiving Party or later becomes part of the public domain through no fault of the recipient Party; (c) is information lawfully received, without ongoing obligation of confidentiality, from a third party who is free to disclose it received from a third party having no obligations of confidentiality to the disclosing Party; (d) is information which the receiving Party can show predates disclosure thereof by the disclosing Party or had been independently developed entirely without reference to confidential information received from the disclosing Party independently developed by the recipient Party; or (e) is disclosed pursuant to any judicial or governmental order, required by law or regulation to be disclosed, including, but not limited to, the PIA, provided that, to the extent permitted by law, the receiving Party gives the disclosing Party sufficient prior notice to contest such order.

8.2 Each Party will use reasonable efforts to prevent the disclosure of any of the other Party's Confidential Information to third parties, but in no event shall those efforts be less than those employed by that Party to protect its own confidential information of like kind. Except as may be required by law, the recipient Party's obligation shall be for a period of three (3) years from receipt of the Confidential Information.

8.3 The provisions of this Section 8 survive the expiration or earlier termination of this Contract.

9. **DISCLOSURE OF CERTAIN INFORMATION**

9.1 To the extent that the Contractor comes into possession of student educational records and/or any personally identifiable information of a student incidental to its Services under this Contract, Contractor agrees to comply with all requirements of the FERPA and shall not disclose any such information to a third party.

9.2 In the event that HCC is required to furnish information or records pursuant to the PIA, Contractor shall furnish all such information and records to HCC and HCC shall have the right to disclose such information and records.

9.3 The provisions of this Section 9 survive the expiration or earlier termination of this Contract.

10. **INTELLECTUAL PROPERTY**

10.1 This Contract is a work-for-hire in which Contractor provides Services to HCC. Any documents, data, work product(s), deliverables, designs, implementation, know how, or any other tangibles and intangibles prepared, designed, or produced by the Contractor in performing the Services under this Contract ("Work Product") are HCC's Property. Neither the Contractor nor any subcontractor, consultant, or employee of the Contractor shall own or claim a copyright or any other form of intellectual property right in the Work Product, and HCC will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of

the Work Product. To this end, Contractor agrees and does hereby assign, grant, transfer, and convey to HCC, its successors and assigns, Contractor's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Contractor confirms that HCC shall own Contractor's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). Contractor shall obtain a similar grant of rights in favor of HCC from any subcontractor performing Services on this Project.

10.2 The provisions of this Section 10 survive the expiration or earlier termination of this Contract.

## 11. INDEMNIFICATION

11.1 General Indemnification. **CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD HCC AND HCC'S TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND STUDENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES), INCLUDING FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY PROPERTY OR HARM TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS CONTRACT, WHETHER BY ANY BREACH OR OTHER FAILURE OR AN ACT OR OMISSION OF CONTRACTOR.**

11.2 Intellectual Property Indemnification. Contractor warrants, represents, and covenants that HCC shall have all rights to the Work Product delivered to HCC and that the Work Product will not infringe upon and is not a misappropriation of the rights of any third party. **IN THE EVENT A CLAIM IS MADE AGAINST HCC FOR INFRINGEMENT OR MISAPPROPRIATION, CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD HCC HARMLESS FROM SUCH CLAIM.** Additionally, if HCC cannot use the Work Product as a result of the infringement or misappropriation, Contractor, at its sole expense, will either:

- (a) obtain a license for HCC to use the infringing item;
- (b) provide a non-infringing work-around or an original replacement of Work Product, free of any alleged misappropriation; or
- (c) refund to HCC all Fees paid.

11.3 Contractor's liability under this Section 11 shall not be limited by the amount of Contractor's insurance coverage.

11.4 The provisions of this Section 11 survive the expiration or earlier termination of this Contract.

## 12. DISPUTES; MEDIATION

12.1 In the event of any dispute or contemplated suit pertaining to this Contract, the Parties shall attempt to mediate the dispute as a precondition to the filing of any litigation. The parties agree that the mediator shall be selected by HCC.

12.2 Written agreements reached in mediation and signed by the parties shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties shall share the mediator's fee and any filing fees equally, and the mediation, reduced to writing, and signed by the Owner and Contractor shall be held in Houston, Harris County, Texas. Nothing

herein shall be construed as tolling or altering any applicable limitation period for the filing of suit in any court of competent jurisdiction.

13. **NOTIFICATION OF CRIMINAL HISTORY**

13.1 Contractor must give prior written notice to HCC if the Contractor, or any owner, or operator of Contractor, or any employee who will be performing Services under this Contract has been convicted of a felony. The notice required hereunder shall include a general description of the criminal offense.

13.2 HCC has the right to terminate this Contract immediately if it determines that Contractor has failed to give the notice required under Section 13.1.

14. **TAXES; INDEBTEDNESS**

14.1 Contractor must not be delinquent in any taxes owed i.e. (Franchise Tax, Property Tax, or other indebtedness owed to HCC). Delinquent taxes or other indebtedness shall be considered a breach of this Contract.

15. **INSURANCE REQUIREMENTS**

15.1 Contractor shall provide insurance in the types and amounts and in accordance with the requirements set forth on the attached Exhibit C.

15.2 Contractor's failure to comply with the requirements of this Section 15 shall be considered a breach of this Contract.

16. **RELATIONSHIP OF THE PARTIES**

16.1 Nothing herein will be construed to create a partnership or joint venture by or between HCC and the Contractor. Neither party will be the agent of another except to the extent otherwise specifically provided by this Contract. The Contractor does not have either the express or implied authority, will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the HCC to any duty imposed by contract, unless the Board has specifically authorized such action at a Board meeting held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting).

16.2 The Contractor shall be solely responsible for the benefits and entire compensation of its personnel, including the withholding and payment employment taxes (income tax and social security), worker's compensation, disability, and any similar taxes, benefits, and expenses associated with employment. The Contractor agrees to indemnify HCC against any Claim asserted against or incurred by HCC in defending the Claim made against HCC for the benefits, compensation, taxes, or any other costs of or related to Contractor's personnel.

16.3 The provisions of this Section 16 shall survive expiration or earlier termination of this Contract.

17. **CONFLICTS OF INTEREST**

17.1 The Contractor warrants, represents, and covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of its Services hereunder. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will employ no person who has any such interest.

17.2 The Contractor shall comply with the obligations of Texas Local Government Code Chapter 176.

18. **DEBARMENT**

18.1 The Contractor warrants, represents, and covenants that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement and is not otherwise debarred, suspended, or excluded by state or federal agencies or declared ineligible for government contracting under statutory or regulatory authority.

19. **SMALL BUSINESS DEVELOPMENT PROGRAM**

19.1 Contractor shall comply with HCC's Small Business Development Program and will utilize small businesses (as that term is defined in the attached Exhibit D) for Services comprising thirty-five percent (35%) of the total of all Fees.

19.2 Contractor shall take affirmative steps to assure that small businesses are used when possible as sources of services under this Contract. Additionally, the Contractor will document all affirmative steps taken to solicit small businesses and will forward this documentation along with the names of such subcontractors to the HCC Representative.

20. **NOTICE**

20.1 All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees in the manner as set forth herein). Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days (any date on which HCC is officially open for business) after mailing; (ii) on the date of personal delivery; or (iii) on the date of transmission of a facsimile if on a business or school day during normal business hours (or, if not, the next succeeding business day). Unless otherwise agreed in writing by the receiving party, electronic mail does not constitute official notice under this Contract. The addresses of the Parties for such notices shall be:

To: **CONTRACTOR**

Attn.:

Address: Houston, Texas 77054

To: **HCC**

Houston Community College,  
Procurement Operations  
Attn.: Executive Director of Procurement Operations  
3100 Main Street  
Houston, Texas 77002



With a copy to:

HCC Project Manager  
Houston Community College  
3100 Main Street  
Houston, Texas 77002

21. **NO ASSIGNMENT**

21.1 Neither this Contract nor any duties or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party.

22. **NO WAIVER OF IMMUNITY**

Nothing contained in this Contract nor the execution of this Contract, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense HCC trustee, officer, employee, volunteer, representative, or agent may be entitled under law.

23. **NO WAIVER OF BREACH**

23.1 No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision or be deemed to constitute a continuing waiver of same. No delay in acting with regard to any breach and any provision shall be construed to be a waiver of such breach or requirement that such obligation be performed.

24. **SEVERABILITY OF PROVISIONS**

24.1 If any term or provision of this Contract is deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

25. **GOVERNING LAW**

25.1 This Contract and the rights and obligations arising hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof.

26. **JURISDICTION; VENUE**

26.1 The Parties irrevocably and unconditionally consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction located in Houston, Harris County, Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to this Contract.

27. **AUTHORIZATION**

27.1 Each Party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such Party according to its terms.

28. **NO THIRD-PARTY RIGHTS**

28.1 This Contract is made for the sole benefit of HCC and Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

29. **HEADINGS AND CAPTIONS**

29.1 The headings and captions appearing in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.

30. **COUNTERPARTS**

30.1 It is understood and agreed that this Contract may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document

31. **AMENDMENTS**

31.1 Any amendment to the Contract must be in writing and signed by both Parties. No waiver, alteration or modification of any of the provisions of this Contract shall be binding on any Party unless in writing and signed by the Party against whom enforcement of such waiver, alteration, or modification is sought.

32. **EXHIBITS**

32.1 The attached exhibits are incorporated herein for all purposes:

Exhibit A	Scope of Services
Exhibit B	Deliverables
Exhibit C	Insurance Requirements
Exhibit D	HCC's Small Business Development Program

33. **ENTIRE AGREEMENT**

33.1 This Contract supercedes all prior contracts, agreements, and discussions, whether verbal or written, relating to the subject matter contemplated under this Contract and constitutes the entire agreement between the HCC and the Contractor with regard to these matters.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date:

**HOUSTON COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dr. Mary S. Spangler Date \_\_\_\_\_  
Chancellor

**CONTRACTOR-CONSULTANT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Scope of Services

For

### Governmental Relations Services (State and Local Government Only)

#### HCC Project No.: 12-17

##### 1. General

This scope of services covers the requirements for the Contractor to perform State and Local Governmental Relations Services for HCC. It is not the intent to mention each and every item required of Contractor. In performing the work Contractor represents it has the skills, knowledge, resources, and experience required to perform the work to meet HCC's requirements, and to perform such work in accordance with best industry practices.

##### 2. Scope of Services

- Assist with developing a legislative agenda and plan, including state and local levels.
- Communicate with governmental agencies and officials regarding legislative, regulatory or other matters of mutual interest and advocate for the benefit of HCC.
- Seek and obtain access and/or develop relationships with governmental organizations with similar needs to higher education or related areas.
- Assist in developing and implementing strategies to educate key state and local executive, legislative and regulatory leaders and their staffs on issues important to HCC, including initiating informational meetings to discuss relevant issues.
- Represent the interests of HCC in seeking support or opposition to legislation, rules, policies and programs that may affect HCC, including drafting proposed legislation, identifying sponsors of legislation, and appearing as an advocate before appropriate governmental bodies.
- Monitor and report on matters relating to the rule-making process at the Higher Education Coordination Board and other relevant bodies to protect against changes in administrative rules that may adversely impact HCC.
- Work with trade associations, interest groups, and any other private or public entities sharing common interests with HCC.
- As directed by HCC personnel, work with HCC federal policy advisors to advance policy considerations that require state and federal policy advisor coordination.
- Perform other services reasonably related to the provision of governmental relations services at the state and local levels that benefits HCC policy goals and objectives.

## **Exhibit B**

### **Deliverables**

#### **For**

#### **Governmental Relations Services (State and Local Government Only)**

##### **3.1 General**

The deliverables cover those items the Contractor shall produce to HCC during the course of this Agreement.

##### **3.2 Deliverables**

- a. The Contractor shall prepare a summary of work activities performed under an Agreement during each billing period and submit the same with each invoice for payment purposes.
- b. Identify, assess with HCC personnel and provide a final analysis of the relevant Texas Legislature's Interim Charges from the 2011 Legislative session.
- c. Periodic data that reflects the candidate pool of various elective offices, election outcomes and any other relevant information that benefits HCC.
- d. Relevant committee assignments at the state and local levels.
- e. Periodic reports, bills, bill analysis, bill history that reflects the status of existing and/or proposed legislation relevant to higher education, particularly community colleges within the state of Texas.
- f. Position HCC to communicate effectively its legislative agenda by providing opportunities to foster and establish relationships with elected officials and their staff.

Notwithstanding the above-identified deliverables, the Contractor, with all due diligence, shall provide any pertinent information and perform any reasonable duty that will position HCC to effectively and efficiently advance its policy agenda.

## Exhibit C

### Insurance Requirements

#### 1. Insurance; Bonds.

1.1. Contractor shall maintain, for the full term of the Contract:

1.1.1. Errors and omissions insurance to be carried by technology professionals and consultants for the project with limits of at least one million dollars (\$1,000,000) single occurrence, with a deductible in an amount not to exceed the sum of twenty-five thousand Dollars (\$25,000). The project-specific insurance shall be maintained for a period of not less than one (1) year after the completion of the Services to be performed under the Contract.

1.1.2. Comprehensive or commercial general liability insurance, with limits not less than \$2,000,000 per each occurrence, combined single limit, for bodily injury and property damage. Such policy/ies shall include within its scope coverage for claims including, but not limited to:

1.1.2.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employees, or

1.1.2.2. damages arising from personal or advertising injury

applicable to the Contractor's obligations under the Contract, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors.

1.1.3. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

1.1.4. Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Notwithstanding the foregoing, Contractor shall carry Worker's Compensation in the amounts and as required under Texas law.

1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the

State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to HCC.

- 1.4. Before commencement of the Services under this Contract, certificates of insurance shall be furnished to HCC, with complete copies of policies to be furnished to HCC promptly upon request.
- 1.5. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to HCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except worker's compensation and professional liability shall add HCC, HCC's employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.
- 1.6. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to HCC) or shall be two times the occurrence limits stipulated.
- 1.7. If Contractor fails to maintain any required insurance, HCC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due the Contractor.

## **Exhibit D**

### **Small Business Development Program**

#### **Overview**

HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination in contracting and to ensure that small, underutilized, and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, or disability in its procurement selection process. The subcontracting goal applies to all vendors regardless of their status.

If not otherwise defined in this Exhibit D, any capitalized terms used herein shall have the same meaning as set forth in the Contract with an effective date of \_\_\_\_\_ ("Contract").

#### **Small Business Compliance**

The Contractor hereby agrees to attain small business participation in the amount of 35% of the total Contract amount. The Contractor agrees to enter into agreements for the Services and with the mutually agreed upon Milestones established in Exhibit B. To ensure compliance with any stated small business participation goal, the Contractor shall be required to provide reports as may be required by the Contract and meet with the HCC Representative at the 50% and 75% completion phases/dates of the Project, to verify small business participation activity and to ensure compliance with the stated small business goal. Additionally, the Contractor agrees to enter into subcontractor agreements for the Services that are identified on the form entitled Contractor and Subcontractor/Supplier Participation. The Contractor's failure to comply with the aforementioned small business participation requirements may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC; and/or.
- Revocation of any benefits and incentives under the program or suspension or termination of the Contract in whole or in part.

#### **Prime Contractor/Contracts for Services**

The Contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the Contract for services to the satisfaction of HCC.

#### **Internship Program**

The Contractor is encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity for the provision of Services under the Contract. The Contractor shall be expected to pay the student(s) at least the minimum wage required by law. HCC shall provide the Contractor with the name(s) of student(s) eligible to participate in the internship program. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

Attached to this Exhibit D are the following forms, which shall be used for reporting purposes:

Appendix 1	Contractor and Sub-Contractor/Supplier Participation Form
Appendix 2	Progress Assessment Report for Work Sub-Contracted Form
Appendix 3	Subcontractor Payment Certification Form





**APPENDIX #2**  
**HOUSTON COMMUNITY COLLEGE**  
**SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** \_\_\_\_\_

**Reporting Period: From** \_\_\_\_\_ **To** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Total Contract Amount (Prime Contractor): \$** \_\_\_\_\_

**Instructions:** This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

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

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

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

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

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

**APPENDIX #3**

**HOUSTON COMMUNITY COLLEGE  
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.  
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC's Accounting Dept.

PROJECT NO./TITLE: \_\_\_\_\_

NAME OF SUBCONTRACTOR: \_\_\_\_\_

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

**I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_**  
(Date) (Prime Contractor)

**In the amount of \$ \_\_\_\_\_ as full payment of our Invoice No. \_\_\_\_\_ dated \_\_\_\_\_**

**for work performed during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_**  
(Enter Time Period)

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

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

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

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

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