



Procurement Operations

Request for Proposals (RFP)

For

Temporary Personnel Agency Services

Project No. 08-45

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: August 25, 2008
Project Title: Temporary Personnel Agency Services
Project No.: 08-45

ISSUED BY:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002

SUBMIT INQUIRES TO:

Name: Pam Ferreira
Title: Senior Buyer
Telephone: (713) 718-5003
Fax: (713) 718-2113
Email: pam.ferreira@hccs.edu

Project Overview:

Houston Community College System ("HCC") is seeking proposals from qualified firms to provide Temporary Personnel Agency Services on an "as needed" basis.

Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

Pre-Proposal Meeting: _____Mandatory Not mandatory

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A07) Houston, Texas 77002 on Friday, September 5, 2008 at 10:00 AM (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Temporary Personnel Agency Services until 4:00 PM (local time) on Friday, September 12, 2008. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year with two (2) one-year renewal options.

Obligation and Waivers: This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

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

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

BY SUBMITTING A PROPOSAL, PROPOSER 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 PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; 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.

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

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing temporary personnel agency services in accordance with the Scope of contained in this solicitation (Attachment No. 3).

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and six (6) copies of the technical and price proposals to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Proposal / Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) *** Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a proposal shall be addressed as follows:

- Name, Address and Telephone Number of Proposer;
- Project Description/Title;
- Project Number; and
- Proposal Due Date/Time.

All proposals shall be submitted to the following address:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 08-45
Attn: Pam Ferreira, Senior Buyer

3. **Eligibility for Award**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals 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. Proposals, which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.

- c. Responsible proposers, 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 proposal is so certifying to such non-delinquency:
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(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 proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal 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 proposer 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 proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 of this solicitation

4. **Preparation of Proposal**

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation. Include name(s) of contact persons.

- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation.
- **Business Data/Financial Statement:** This section shall include financial statements (last three years) of the company.

b. Price Proposal:

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, (Schedule of Items and Prices).

5. Evaluation Criteria

An Evaluation Committee (“Committee”) will review all proposals to determine which proposers 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 proposer(s) evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>FACTOR</u>	<u>Percentage Weight</u>
• Project Understanding and Management:	25%
• Qualifications and Experience of Firm:	20%
• Qualifications and Experience of Personnel:	20%
• Small Business Commitment:	10%
• Price Proposal	<u>25%</u>
Total: 100%	

6. Contract Award

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 or this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer 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 proposal documents submitted and consider the proposal for award.

7. Postponement of Proposals Due Date/Time

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals 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 proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

9. **Small Business Development Program (SBDP)**

- a. 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 by ensuring 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.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **twenty percent (20%)** of the total amount of the contract as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
- e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
- f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business 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, if any.

11. **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.

12. **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.

13. **Prohibited Communications**

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, proposer, 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 on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or designee; or
- [2] The award recommendations are considered by the Board at a duly-noticed public meeting.

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-proposal 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.

14. **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.

15. **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 proposal shall include any costs for taxes to be assessed against HCC.

16. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at www.hccs.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

17. **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 proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal 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 proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

18. **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 31st.

19. **Conflict of Interest**

If a firm, proposer, 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 proposal 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 Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

20. **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.

21. **No Third Party Rights**

This Contract is made for the sole benefit of the HCC and the 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.

22. **Submission Waiver**

By submitting a response to this RFP, the Offerer or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

23. **Performance and Payment Bonds**

This solicitation contains the requirement for payment and performance bonds. Please refer to Attachment No.4, General Terms and Conditions, Section No. 23.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Temporary Personnel Agency Services
PROJECT NO.: 08-45

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

In compliance with the requirements of this Request for Proposals for Temporary Personnel Agency Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. 08-45

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at www.hccs.edu, 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 _____, 2008

Signed By: _____

Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
FOR
TEMPORARY PERSONNEL AGENCY SERVICES**

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Temporary Personnel Agency Services, in accordance with the **Scope of Services**, and the General Terms and Conditions of the sample contract documents for the price(s) listed below.

Classification		A. Direct Hourly Labor Rate	B. Proposed Overhead @ __% of A+	C. Proposed Profit @ __% of A.+B. =	D. Proposed Loaded/Billing Hourly Rate
Group I – Administrative					
01	Executive Secretary				\$
02	Administrative Secretary				\$
03	File Clerk				\$
04	General Clerical				\$
05	Data Entry Operator				\$
06	Receptionist/Switchboard Operator				\$
07	Office Manager				\$
08	Benefits Specialist				\$
09	Treasury Analyst				\$
10	Cashier				\$

Classification		A. Direct Hourly Labor Rate	B. Proposed Overhead @ ___% of A+	C. Proposed Profit @ ___% of A.+B. =	D. Proposed Loaded/Billing Hourly Rate
Group II - Technical					
01	Sr. Computer Operator				\$
02	Computer Operator				\$
03	Sr. Hardware/Software Technician				\$
04	Hardware/Software Technician				\$
05	Sr. Business Analyst				\$
06	Business Analyst				\$
07	Sr. Accountant				\$
08	Accountant				\$
09	Accounting Clerk				\$
10	Budget Analyst				\$
11	Purchasing Agent				\$
12	Buyer				\$
13	Contract Analyst				\$
14	Sr. Programmer Analyst				\$
15	Programmer Analyst				\$
16	Sr. System Analyst				\$
17	System Analyst				\$
18	Sr. Network Analyst				\$

Classification		A. Direct Hourly Labor Rate	B. Proposed Overhead @ ___% of A+	C. Proposed Profit @ ___% of A.+B. =	D. Proposed Loaded/Billing Hourly Rate
Group II - Technical					
19	Network Analyst				\$
20	Operations/Production Coordinator				\$
21	UNIX Systems Administrator				\$
22	PeopleSoft Analyst				\$
23	Data Warehouse Analyst				\$
24	Sr. Web Developer				\$
25	Web Developer				\$
26	Telecommunications Account Analyst				\$
27	Sr. Database Administrator				\$
28	Database Administrator II				\$
29	Sr. Project Manager				\$
30	Project Manager				\$
31	Sr. Unix Systems Administrator				\$
32.	Sr. Systems Administrator - Active Directory				\$
33	Sr. Systems Administrator - PeopleSoft				\$
34	Technical Support Analyst I				\$
35	Technical Support Analyst II				\$
36	Sr. Telephone System Hardware Analyst				\$
37	Sr. Telephone System Software Analyst				\$

Classification		A. Direct Hourly Labor Rate	B. Proposed Overhead @ __% of A+	C. Proposed Profit @ __% of A.+B. =	D. Proposed Loaded/Billing Hourly Rate
38	Sr. Telephone System Customer Support Rep.				\$

ATTACHMENT NO. 3

SCOPE OF SERVICES
FOR
TEMPORARY PERSONNEL AGENCY SERVICES

I. General

The Contractor shall provide qualified and experienced temporary personnel (on an "as needed" basis) in, at least, the following classifications/categories:

- Administrative
- Technical

Sample job descriptions for each of the classification/categories listed are attached.
(See Attachment 3A)

II. Scope

This scope of service covers the requirements for the Contractor to furnish all resources and services necessary and required to provide temporary personnel services to the Houston Community College System ("HCC") on an "as needed" basis. In performing the required temporary personnel services, HCC is requiring the contractor to be responsible for, but not limited to, the following administrative tasks:

- Receive and process requests/orders for temporary personnel via fax, telephone or internet.
- Provide administrative supervision of assigned temporary personnel.
- Collect and maintain time sheets for all temporary personnel assigned to HCC.
- Monitor and address personnel, turnover or other job-related issues as communicated to the contractor by HCC project management team.
- Provide general accounting services (i.e. paycheck distribution, invoice and/or time sheet reconciliation, etc.)
- Maintain a quality assurance/quality control program for assigned temporary personnel.

III. Requirements

A. All temporary personnel presented to HCC for assignments shall have the education and/or work experience and technical skills required for the job position being assigned. All temporary personnel assigned to HCC positions shall be screened and evaluated by the Contractor prior to making such job assignment. The screening process shall include a thorough background investigation of the applicants, including but not limited to, verification of the following:

- Name, and any aliases;
- Employment within the last 5 years;
- Education level;
- Criminal record check over the last 5 years, including records checks out of the State of Texas, if applicable.

B. All background checks shall be conducted in accordance with all applicable local, state and federal laws. A copy of the background check report shall be made available to HCC designated personnel upon request.

C. The Contractor shall ensure that all candidates for Administrative positions are proficient in the following areas:

- Grammar, spelling, comprehension; and mathematics;
- Alpha/numeric filing skills;
- Typing
- Data Entry (if applicable to the job assignment)
- Computer skills such as Windows NT, Microsoft Work, Microsoft Excel, Microsoft Access, and Power Point.

D. For technical positions, the contractor shall ensure that the candidates have the appropriate knowledge and experience in their area of specialization.

IV. **Business Hours**

The Contractor shall maintain business hours between 8:00 a.m., and 5:00 p.m., Monday through Friday, except for holidays observed by Houston Community College System.

V. **Personnel Requests**

The Contractor shall fill HCC requests for temporary personnel as follows:

- A. Temporary personnel requests that are placed with the Contractor at least two (2) days prior to the required reporting date shall be filled by the Contractor within twenty-four (24) hours after receipt of such request.
- B. Temporary personnel requests for "same day" personnel shall be filled by the Contractor within two (2) hours after the request is received by the Contractor.

VI. **Performance Guarantee**

If a temporary employee is not performing to the satisfaction of the HCC supervisor, the Contractor shall replace that employee immediately upon the request of HCC. The Contractor shall not bill HCC for temporary employees who are replaced within the first eight (8) hours of the beginning of their assignment to HCC.

VII. **Payment Procedures**

The HCC supervisor of the temporary employee shall approve and sign all timesheets provided by the Contractor for each temporary employee. A copy of all approved timesheets will be retained by the HCC supervisor.

Houston Community College System shall pay only for actual time worked. If the need for temporary services change after an employee reports for work, HCC shall pay the greater of the hours actually worked or a two (2) hour minimum. Straight time will be paid for the first forty (40) hour worked in a particular work-week. Overtime work will be paid at the time and one-half beyond forty (40) hours in a work-week. All overtime shall be approved in advance by the Houston Community College System supervisor.

Resolutions of all timesheet and payment irregularities for temporary employees are the responsibility of the Contractor. Problems involving timesheet disputes shall be received by the HCCS supervisor and handled accordingly.

The Contractor shall maintain all necessary and required federal, state, and local reports and records, and shall make all payroll deductions and payments with regard to social security, workers' compensation, unemployment insurance, federal payroll and withholding taxes.

VIII. **Reports**

The Contractor may be required to provide monthly, annual, or periodic reports of temporary personnel usage under this contract. The report(s) are to be customized to meet HCC specifications.

IX. **Quality Control Program**

The Contractor shall conduct and maintain an on-going quality control program. At a minimum, the program shall consist of the following:

- An arrival time telephone call to the HCC person who placed the request to the contract within fifteen (15) minutes of the scheduled arrival time of the employee.
- A quality control check (via telephone) to the HCC person who placed the request for a temporary employee.
- Interim (weekly or more frequently, if necessary) telephone calls to HCC to check on the performance of assigned temporary employees.
- The distribution of a performance evaluation form to the Human Resources Department at the end of each employee's assignment.

X. **Emergencies**

All work related injuries/illnesses shall be covered by the Contractor, under its Worker's Compensation Insurance Program, for all temporary employees assigned under this Contract. Reporting and record keeping shall be the responsibility of the Contractor.

ATTACHMENT NO. 3A**JOB DESCRIPTIONS****1. GROUP 1 – ADMINISTRATIVE**

- Executive Secretary

Requires high school diploma or equivalent. Typically requires a minimum of five (5) years of secretarial experience. Must have knowledge of general and administrative office procedures, sound judgment, good organizational and communication skills, and typing of 60-65 wpm. Requires proficiency in computer word processing and spreadsheet applications, including Windows, Microsoft Word, Excel, etc. Performs administrative office activities such as answering and screening telephone calls, receiving visitors, routing incoming mail, composing correspondence, filing correspondence, scheduling appointments, and other secretarial duties requiring independent judgment.

- Administrative Secretary

Requires high school diploma or equivalent. Typically requires a minimum of three (3) years of secretarial experience. Must have knowledge of general office procedures, good organizational and communication skills, and typing of 60-65 wpm. Requires proficiency in computer work processing and spreadsheet applications, including Windows, Microsoft Word, Excel, etc. Performs administrative office activities such as answering and screening telephone calls, receiving visitors, routing incoming mail, composing correspondence, scheduling appointments, and other secretarial duties requiring independent judgment.

- File Clerk

Requires high school diploma or equivalent. Must be proficient in spelling, grammar, and basic math. Typically requires less than two (2) years of experience in an office environment.

- General Clerical

Requires high school diploma or equivalent. Typically requires a minimum of two (2) to three (3) years of clerical or related experience. Must be proficient in spelling, grammar, and basic math. Must have knowledge of personal computers (PC) and Microsoft Office software. Typing of 40 words per minute is required.

- Data Entry Operator

Requires high school diploma or equivalent. Typically requires a minimum of three (3) years experience. Must be familiar with work processing packages including advanced applications, i.e. spreadsheets. Produces material in typewritten format from long hand notes or through the use of work processing equipment. Proofreads and edits material.

- Receptionist/Switchboard Operator

Requires high school diploma or equivalent. Typically requires six (6) months experience in an office environment. Provides general clerical support in a wide array of campus activities. Answers telephones and greets visitors. Take messages and transfer incoming telephone calls. Use appropriate judgment in dispensing information to the public.

- Office Manager
Requires high school diploma. Typically requires a minimum of three to five (3-5) years of experience. Must have good working knowledge of general office procedures, and good communications skills.
- Benefits Specialist
Requires a high school diploma. Typically requires a minimum of two to three (2-3) years of experience. Must have working knowledge of general benefits and compensation procedures.
- Treasury Analyst
Requires a Bachelor's Degree in Accounting of Finance. Typically requires a minimum of 5 to 8 years of professional treasury experience dealing with debt instruments, debt compliance, fixed income investments and banking. Sophisticated use of Excel spreadsheets and experience with on-line banking are a necessity.
- Cashier
Requires high school diploma or equivalent. Requires minimum of one (1) year experience. Must have good PC skills. Requires bonding and background checks. Duties will include assisting in student registrations

GROUP II – TECHNICAL

- Sr. Computer Operator
High school diploma or GED required. Minimum of two (2) years related experience required in a large data center server environment, including working experience with computer operations, tape back-up management systems, and familiarity with Windows, Windows NT, Visual Basic, UNIX, and PeopleSoft strongly preferred.
- Computer Operator
Requires high school diploma or equivalent. Typically requires a minimum of one (1) to two (2) years of hands-on experience in computer operations. Must have working knowledge of personal computer systems.
- Sr. Hardware/Software Technician
Either an Associates degree or AAS or certification in a related field or four (4) years recent experience in hardware/software technical support. Three (3) years of personal computer hardware/software installation and software troubleshooting. Experience in microcomputer technology, computer and data communications equipment required. Experience with PeopleSoft strongly preferred.
- Hardware/Software Technician
Requires high school diploma or equivalent. Typically requires a minimum of four (4) years of hands-on experience in microcomputer and mainframe peripherals. Responsible for routine and complex installation, testing, and maintenance of all element of IT equipment including power, software, terminals, personal computers, components, and peripherals.

- Sr. Business Analyst

Requires Bachelor's degree in HR, Business, Computer Science, Finance or Accounting and four (4) to six (6) years of Sr. Business Analyst experience. Will serve as subject matter expertise for product implementation, enhancements and/or upgrades. Will have the responsibility for reviewing HCCS business processes and compare them with PeopleSoft and/or other systems to determine functionality gaps while working with designated personnel to identify appropriate changes in the business processes and/or required software modifications. Assist with software development maintenance and issue resolutions support including facilitating the exchange of information between Applications Development staff and end-users. Assists end-users in identifying and documenting software functionality specifications and reporting requirements; and develop system documentation for use in system upgrades, modifications, customizations, production problem resolutions, and training. Provide senior level guidance for other IT functional subject matter experts as requested by project manager.

- Business Analyst

Requires Bachelor's degree in HR, Business, Computer Science, Finance or Accounting and four (4) to six (6) years of Business Analyst experience. Will analyze and interpret moderate to complex system data and business processes. Confers with technicians, programmers, and database analysts to ensure that end-user/customer business processes are appropriately accommodated via system functionality. Serve as IT functional subject matter expert.

- Sr. Accountant

Require a Bachelor's degree in Accounting with a minimum of five (5) years accounting experience and a minimum of three (3) years working the general ledger maintenance, journal voucher, postings, reconciliation of accounts and financial analysis and audit worksheet preparation. Responsibilities include, but are not limited to, preparing General ledger and Subsidiary ledger postings for assigned transactions, controlling proper cut-off of all assigned transactions on an ongoing basis, preparing a final accounting of transactions where required, preparing the Annual Financial Report and audit schedules in accordance with Generally Accepted Accounting Principles and, and if required, under OMB Circular 133 and the State of Texas Single Audit Circular.

- Accountant

Requires a Bachelor's degree in Accounting, Finance, or related field. Typically requires a minimum of five (5) to eight (8) years of professional accounting experience. Must have working knowledge of accounting procedures. Must be proficient in the use of 10-key and personal computers/programs: Microsoft Office.

- Accounting Clerk

Requires high school diploma or equivalent and a minimum of one (1) to two (2) years of accounting experience. Must have experience with entering data into electronic payroll system, 10-key, and must be able to type. Performs repetitive tasks within the general accounting or accounts payable areas.

- Budget Analyst

Requires a Bachelor's degree in Finance or Accounting and four (4) to six (6) years of budget monitoring and analysis experience. Will assist in the development of annual departmental budgets, monitor and analyze budgets and expenditures and prepare periodic and ad hoc management reports.
- Purchasing Agent

Requires a Bachelor's degree in Business Administration or related business. Typically requires a minimum of five (5) to ten (10) years of purchasing experience that displays hands-on experience in purchasing a broad range of materials, equipment, and services.
- Buyer

Requires a high school diploma. Bachelor's degree in Business Administration or related business preferred. Typically requires a minimum of three (3) to five (5) years purchasing experience that displays hands-on experience in purchasing a broad range of materials, equipments, and services.
- Contract Analyst

Requires an Associates degree in Information Management System, Contract Management or other related field with a least five (5) years experience in Information Technology (IT) technical and administrative operations and at least two (2) years experience in contract management. Responsible for administration and coordination of IT contracts and agreements on technical and professional support services and software and hardware maintenance and upgrades, assists in the budget development process, budget and management status reports, approves vendor payments, and is the single point of contact between the IT administration and the vendors.
- Sr. Programmer Analyst

Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of five (5) years experience. Responsible for application and productions support of PeopleSoft and other ad-hoc application products.
- Programmer Analyst

Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of two (2) years programming experience. Responsible for application and production support of PeopleSoft and other ad-hoc application products.
- Sr. Systems Analyst

Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of eight (8) years experience. Responsible for maintenance of systems and database software and problem determination and resolution. Requires technical, functional and analytical skills.
- Systems Analyst

Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of four (4) years extensive computer automation experience. Responsible for maintenance of systems and database software and problem determination and resolution. Requires technical, functional and analytical skills.

- Sr. Network Analyst

Requires a high school diploma. A Bachelor's degree to preferred. Typically requires a minimum of five (5) years experience. Provides network and infrastructure support services for PeopleSoft application products.
- Network Analyst

Requires a high school diploma. Typically requires a minimum of two (2) years experience. Provide technical support, problem determination, and problem resolution of Network Routers, Data Links, and other infrastructure elements.
- Operations/Production Coordinator

Requires a high school diploma. Typically requires a minimum of five (5) years experience. Serves as coordinator for Operations and Production Control activities.
- UNIX Systems Administrator

Requires a high school diploma. Typically requires a minimum of three to five (3-5) years of experience. Serves as UNIX System Administrator for technical support, problem determination, and problem resolution of Network Servers and other infrastructure elements.
- PeopleSoft Analyst

Requires a high school diploma. Typically requires a minimum of two (2) years functional PeopleSoft end-user experience. Must have broad working knowledge of PeopleSoft application products.
- Data Warehouse Analyst

Requires a high school diploma. Typically requires a minimum of two (2) years of hands-on functional data warehouse analyst experience.
- Sr. Web Developer

Requires a Bachelor's degree in Computer Science or a related field with a minimum of five (5) years related work experience in programming and developing Content Management applications and a minimum of two (2) years experience using Vignette Content Management Server. Responsibilities include, but are not limited to, develop custom extensions of the HCC Vignette Content Management console, analyze content structure and design of content type definitions, develop and test content type definitions in Vignette Content Management System, perform lead role function in the content migration processes.
- Web Developer

Requires a Bachelor's degree in Computer Science/Technology. Typically requires a minimum of three to five (3-5) years of website development experience.

- Telecommunications Account Analyst

Associates degree with at least six (6) years of accounting courses required. Three (3) to five (5) years of work experience in one (1) or more of the following areas: accounting, principle/bookkeeping function, or accounts payable/receivable processing, or telecommunication billing and processing, or telephone system customer service, is required.

- Sr. Database Administrator

Bachelor's degree from an accredited institution in computer science or related field is required. Minimum of eight to ten (8-10) years experience as an Oracle database administrator, in a production environment is required. Experience with Solaris or Windows operating systems is required. Experience supporting PeopleSoft databases is preferred.

- Database Administrator II

Bachelor's degree from an accredited institution in computer science or related field is required. Minimum of five to eight (5-8) years experience as an Oracle database administrator in a production environment is required. Experience with Solaris or Windows operating system is required. Experience supporting PeopleSoft databases is preferred.

- Sr. Project Manager

Bachelor's degree in Computer Science, MIS, or a computer related field required. Five to ten (5-10) years standard project management implementation and support experience in a technical environment required. PMP certification is preferred.

- Project Manager

Bachelor's degree in Computer Science, MIS or a computer related field required. Three to five (3-5) years standard project management implementation and support experience in a technical environment required.

- Sr. Unix Systems Administrator

Bachelor's degree in computer science or related field is required. Eight (8) years related work experience may be considered in lieu of degree requirement. Five (5) of the eight (8) years must be in the role of a Unix Administrator. Solaris experience required. Recent relevant technical knowledge of Solaris 8 environment required. Production Solaris experience required. Solaris upgrade experience required.

- Sr. Systems Administrator – Active Directory

Bachelor's degree in Computer Science, Information Technology or related field required. Eight (8) years directly related work experience may be considered in lieu of degree requirement. Certification in MSCE-Windows 2000, 2003 is preferred. Five (5) years of work experience as an Enterprise Network Administrator, including MS Active Directory administration with a minimum of two (2) years production level support and experience with Active Director, and two (2) years using System Management Server (SMS).

- Sr. Systems Administrator – PeopleSoft

Bachelor's degree in Computer Science, Information Technology, or related field required. Eight (8) years directly related work experience may be considered in lieu of degree requirement. Five (5) years of work experience in a "Production" "24x7" environment with at least two (2) years in PeopleSoft Administration, maintenance, tuning and monitoring, and one (1) or more years in Unix/Solaris Administration and WebLogic. Experience with Solaris based PeopleSoft 8 Student Administration, Human Resources and Finance preferred.

- Technical Support Analyst I

Associate's degree in Computer Science or related field is required. Four (4) years directly related work experience may be substituted in lieu of degree. A minimum of two (2) years progressive technical experience working on a help desk with diverse systems hardware and software (including PC, MAC, MS office, Windows, E-mail, HTML, Internet and PeopleSoft). Support center, call center, or CS Gold help desk software experience preferred.

- Technical Support Analyst II

Associate's degree in computer science or related field is required. A minimum of three (3) years (five years preferred) progressive technical experience working on a help desk with diverse systems hardware and software and network system (include PC/Mac, Microsoft Office, Windows, Email, HTML, Internet and PeopleSoft). Experience with desktop hardware (Multi-platform desktop environments, e.g. MAC/PC). Experience with desktop software; Office Productivity (Microsoft Office, Lotus, SmartSuite, and Word Perfect).

- Sr. Telephone System Hardware Analyst

Associate's degree required. Four (4) years directly related work experience may be substituted in lieu of degree. Bachelor's degree in Computer Science or a related field preferred. Knowledge of Nortel Meridian PBX products and key systems. Knowledge of T-1 networking and related equipment. Experience with voice mail, fax on demand E911, ACD, and related features.

- Sr. Telephone System Software Analyst

Certification in a Nortel Meridian and/or related field required. Associate's degree required. Four (4) years directly related work experience may be substituted in lieu of degree. Bachelor's degree in Computer Science or a related field preferred. Minimum of five (5) years work-related experience required. Nortel certification required. Experience with voice mail, fax on demand, E911, ACD, and related features. Experience in a team environment required.

- Sr. Telephone System Customer Support Representative

High school diploma or GED equivalent. Minimum of five (5) years telephone customer service experience in a Nortel Meridian system environment is required.

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with two (2) one-year renewal options, at HCC's sole discretion, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract. All contract renewal or extensions may be subject to approval by the Board of Trustees.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

4. **Compliance with Laws**

The selected contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the selected contractor shall furnish to HCC certificates of compliance with all such laws.

5. **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. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

6. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving thirty (30) calendar days written notice thereof to the selected contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. Third Party Rights

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

9. Ethics Conduct

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

10. Conflict of Interest

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

11. Small Business Development Program (SBDP)

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

12. Small Business Compliance

The contract shall require the contractor meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

13. Prime Contractor/Contract for Services

If the resulting contract is for services, the contract shall require that the contractor perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

14. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

15. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained in Attachment No. 15.

16. Indemnification

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

17. Independent Contractor

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

18. Assignment

The contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

19. Notices

All notices by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

Houston Community College:
Procurement Operations (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Executive Director, Procurement Operations

Contractor:

ATTN:_____

20. Invoicing and Payment

The contractor shall submit an original invoice to the address shown below for the goods or services which have been inspected and accepted by HCC:

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 08-45 and the applicable purchase order number.

Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

21. Appropriated Funds

The purchase of any service or product under the resulting contract beyond the initial contract period 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 contract by giving the contractor a thirty (30) day written notice of its intention to 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 comes first. HCC's fiscal year begins on September 1 and ends on August 31st.

22. Entire Agreement

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

23. Performance and Payment Bonds

- A. The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$25,000.00.
- B. The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$100,000.
- C. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must:
 - Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
 - Have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.
- D. The Contractor shall submit payment and performance bonds to the Procurement Operations Department within fourteen (14) calendar days after receipt of a request from HCC to do so or when the contract amount exceeds the amount stated in Paragraphs 23A and 23B. The bonds must be made payable to Houston Community College System.

23. Internship Program

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least minimum wage required by law.

24. 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.

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

- _____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- _____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- _____ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- _____ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

NOTE: If the Proposer is unable to meet the solicitation goal or if any of the above items (1-4) are answered "no", the Proposer must submit a letter of justification.

Signature of Proposer

Title

Date

**ATTACHMENT NO. 6
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, _____, _____, of
 (Name) (Title)

 (Name of proposer's company)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project # 08-45.

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a proposal or prepared a proposal that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

NOTE: This form to be submitted with all Proposal documents for waiver of small business participation. (See Instructions to Proposers)

Signature: _____

**ATTACHMENT NO. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

Note: Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope to:

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 08-45**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
____ African American (AA)	____ Male	____ Houston (H)
____ Asian Pacific American (APA)	____ Female	____ Texas (T)
____ Caucasian (C)		____ Out of State (O)
____ Hispanic American (HA)		Specify State _____
____ Native American (NA)		____ Public Owned (PO)
____ Other (O) Specify _____		

BUSINESS CLASSIFICATION

- | | |
|---|--|
| ____ DBE Disadvantaged Business Enterprise | ____ SB Small Business |
| ____ WBE Women Owned Business Enterprise | ____ MBE Minority Business Enterprise |
| ____ HUB Historically Underutilized Business | ____ Other: _____ |

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 8

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

Contractor 's Price/Total: \$ _____
 Small Business
 Subcontractor (s) Price/Total: \$ _____
 Non-Small Business
 Subcontractors Price/Total: \$ _____
 Grand Total: \$ _____

ATTACHMENT NO. 9

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: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 10

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.

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2008.

Notary Public for the State of: _____

ATTACHMENT NO. 11

AFFIDAVIT FORM

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 2008.

Notary Public for the State of: _____

ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

Do you or any officer, partner, owner, sales representative and/or spouse work for Houston Community College? _____ Yes _____ No

If yes, please specify: _____

State in which your home office / headquarters is located? _____

If headquarters is located out of state, does that state have preferential treatment on Proposals? _____

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

Please indicate how you became aware of this procurement? Source: _____

Example: Newspapers (Chronicle, El Dia, Voice of Asia, African American News, etc.) Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)

ATTACHMENT NO. 13

ASSURANCE OF SBDP GOAL

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions 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 will enter into formal agreement(s) for work identified on the **CONTRACTOR AND SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = **20%**

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof resulting from this proposal and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14

VENDOR APPLICATION INSTRUCTIONS

The Houston Community College Procurement Operations department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within Houston Community College. What a great way to never miss out on an HCC bid or proposal opportunity again.

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is http://hccs.aecglobal.com/Supplier_Registration_Form.asp

Once you have completed your application, please print out a copy of the completed application and submit it with your completed proposal package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

ATTACHMENT NO. 15
INSURANCE REQUIREMENTS

The following coverage and limits are the minimum limits that the Contractor are required to carry during the performance of the contract for Temporary Personnel Agency Services, Project # 08-45.

1. Commercial General Liability for Bodily Injury / Property Damage Limits:

a. Occurrence / Personal Injury / Advertising /	
b. Products / Completed Operations	\$1,000,000 CSL
c. Annual Aggregate	\$2,000,000 CSL
d. Products Aggregate	\$2,000,000 CSL
e. Fire, Legal	\$1,000,000 CSL
f. Medical Expense	\$5,000 Per Person

2. Professional Liability:

Occurrence / Aggregate	\$1,000,000
An Umbrella Liability policy is also required with Minimum Limits of	\$1,000,000

3. Workers Compensation:

Part A - Statutory	
Part B - \$1,000,000 Each Accident	
\$1,000,000 Policy Limits	
\$1,000,000 Each Employee	

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- Houston Community College be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation added by endorsement on all policies

Certificate of Insurance to be furnished to HCCS Risk Management Office, PO Box 667517, Houston, TX 77266, fax # (713) 718-5177 indicating the limits and coverages as outlined above within **fourteen 14** calendar days after receipt of a written purchase order or some other duly executed contract document issued by HCCS.

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
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>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</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 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 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 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> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

Adopted 06/29/2007



Procurement Operations

Sample Contract Documents

By and Between

Houston Community College

And

For

Temporary Personnel Agency Services

Project No. 08-45

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting contract.)

EXHIBIT C SCOPE OF SERVICES

Note: (Attachment No. 3 of this solicitation may become Exhibit C in the resulting contract.)

EXHIBIT D GENERAL TERMS AND CONDITIONS

Note: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

Note: (Attachment No. 8 of this solicitation may become Exhibit E in the resulting contract.)

EXHIBIT F INSURANCE REQUIREMENTS

Note: (Attachment No. 15 of this solicitation may become Exhibit F in the resulting contract.)

EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION

EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

EXHIBIT G

**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/Acct. 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: _____

**EXHIBIT H
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
(Prime Contractor)

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: _____