



Procurement Operations

Request for Proposals (RFP)

For Financial Collection Services

Project No.: RFP 14-03

Proposal Submittal Deadline: October 30, 2013, 3:00 p.m. (local time)

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Note: Attachments 1, 8, and 10 must be signed and notarized.

Sample Contract Documents (The resulting contract will include at least the following documents)	
Exhibit A:	Proposal / Award Form
Exhibit B:	Schedule of Items and Prices
Exhibit C:	Scope of Services
Exhibit G:	Insurance Requirements, if appropriate
Exhibit H:	Proposer Questionnaire

**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS**

Date: October 2, 2013
Project Title: Financial Collection Services
Project No.: RFP 14-03

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Phillip Barker
Title: Senior Buyer
Telephone: (713) 718-5005
Fax: (713) 718-2113
Email: phillip.barker@hccs.edu
.....

I. SUMMARY OF RFP

1. Project Overview:

Houston Community College ("HCC") and the Houston Community College Public Facility Corporation, collectively, (HCC) or (College) is seeking proposals from qualified firms to provide Financial Collection Services as described in Attachment No. 3 Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

2. 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. 1.

3. Pre-Proposal Meeting: _____Mandatory X Not Mandatory _____ Not Applicable

A pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar B) Houston, Texas 77002 on Tuesday October 10, 2013 at 10:00am (local time).

The purpose of this pre-proposal conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facets of this solicitation. Proposers are encouraged to present all questions relative to this Request for Proposal at the pre-proposal conference. A copy of this solicitation should be brought to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the RFP solicitation.

4. Proposal Due Date / Time:

HCC will accept sealed proposals in original form to provide the required products and services

until 3:00 PM (local time) on October 30, 2013. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. Late proposals properly identified will be returned to proposer unopened. Late proposals will not be considered under any circumstances.

5. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) one-year terms. 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.

6. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual.

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than October 15, 2013 by 3:00 p.m. It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions.

7. Inquiries and Interpretations:

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment). All parties recorded by HCC as having received a copy of the RFP will be notified of the addendum and all addenda will be posted on HCC's Website, www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal 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. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Proposal/Contract Award Form).

8. Commitment:

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Financial Collection Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of Financial Collection Services under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer which arises from Proposer's performance under any resulting agreement shall be at the sole risk and responsibility of Proposer.

9. Acquisition from Other Sources:

The proposer(s) selected to provide the Financial Collection Services requested and described in this RFP will be the primary provider of Financial Collection Services as described in this RFP to the HCC campus. However, HCC reserves the right and may, from time to time as required by HCC's operational needs, acquire Financial Collection Services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part the agreement or any rights or remedies HCC may have hereunder.

10. Vendor Registration:

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. 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 <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>
If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD.

11. Obligation and Waivers:

THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

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, DISABILITY, SEXUAL ORIENTATION OR VETERAN STATUS.

12. Inter-local/Cooperative Purchase:

The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Inter-local Agreements with the following understandings:

- Unless specifically stated otherwise, any volume of products or services stated in this RFP document reflects only products or services to be purchased by HCC and does not

- include potential purchases by other entities;
- The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
- HCC shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- It is the entity's decision whether or not to enter into an agreement with the awarded bidder/proposer.
- Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

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II. INSTRUCTIONS TO PROPOSERS

1. General Instructions:

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. 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 RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal / Contact Award Form (**ref. Attachment No. 1**). 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 Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

- a. Respondents must complete, sign and return the following documents indicated below:

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Schedule of Items and Prices
Attachment No. 4	Determination of Good Faith Effort Form
Attachment No. 5	Small Business Unavailability Certificate
Attachment No. 6	Contractor & Subcontractor/Supplier Participation Form
Attachment No. 7	Small Business Development Questionnaire
Attachment No. 8	Proposer Certifications
Attachment No. 9	Conflict of Interest Questionnaire
Attachment No. 10	Financial Interests / Potential Conflicts of Interests
Attachment No. 11	Proposer Questionnaire
Attachment No. 12	Sample Contract

Note: Attachments 1, 8, and 10 must be signed and notarized.

Proposal must be signed by Proposer's company official(s) authorized to commit to such proposals. Failure to sign and return these forms will subject your proposal to disqualification.

b. Responses to this RFP must include a response to the proposal requirements set forth in Section 4, below.

c. Page Size, Binders, Dividers and Electronic Copy

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

d. Table of Contents

Include with the proposal 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 proposal 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.

e. Pagination

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

f. Number of Copies

Submit one (1) complete original, including all required HCC Forms and documents. The response to Attachment 3, Section 4 – Price Proposal shall be in a separate envelope from the proposal. An original (manual) signature must appear on the complete original set of your Proposal documents. Additionally, your submittal shall include one (1) electronic copy of the Original version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. Note, the electronic copy shall include a separate electronic file including a copy of the original Attachment 3, Section 4 – Price Proposal.

g. Submission

One (1) original and all required copies of the Proposal must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request for Proposal - Summary, Section 4 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Reference: Project No. RFP 14-03
Attention: Phillip Barker

g.1. 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.

g.2. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.

g.3. Telephone proposals are not acceptable in response to this Request for Proposal.

g.4. Facsimile ("FAX") or electronic (email) proposals are not acceptable in response to this Request for Proposal.

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.

a. 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 taxes 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; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above 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.

c. 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.

d. 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 the below Section 12, Prohibited Communications and Political Contributions.

- e. 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 RFP.

4. Preparation of Proposal:

- a. **Technical Proposal:**
Proposer shall submit Technical Proposal responding to all Questions set forth in the Proposer Questionnaire, Section 3.0 attached hereto as Attachment No. 11.
- b. **Price Proposal:**
Proposer shall submit a Price Proposal responsive to all requirements set forth in the Proposer Questionnaire, Section 4.0 attached hereto as Attachment No. 11.

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 HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>Evaluation Criteria</u>	<u>Available Points</u>
Firm's Financial Status (See Attachment 11, Sections 1.2)	10
Company Profile, Qualifications & Experience of Personnel, including Past Performance (See Attachment 11, Sections 1.1, 2.1, 2.2, and 3.2)	15
Implementation Plan, Training, Quality & Customer Satisfaction (See Attachment 11, Sections 3.3; 3.4, 3.5 & 3.6)	20
Capabilities and Capacity & to Extent They Meet HCC Needs (See Attachment 2 & Attachment 11, Section 3.7, 3.8)	25
Price Proposal (See Attachment 3 & Attachment 11, Section 4.0)	30
Business relationship Strength	Acceptable/Unacceptable
Small Business Commitment	Acceptable/Unacceptable
Total Points:	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 the above Section 3 (Eligibility for Award) of 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 products and 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 including presentation of Financial Collection Services management and operations plans and space utilization, etc.

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, disability, sexual orientation or veteran status 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 **Best Effort** of the total amount of the proposal 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:
 - to the extent consistent with industry practices, divide the contract work into reasonable lots;
 - give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars; and
 - document reasons for rejecting a firm that bids on subcontracting opportunities.

10. 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.

11. 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.

12. Prohibited Communications and Political Contributions:

Except as provided in exceptions below, political contributions and 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; or
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after contract is executed by the Chancellor or his or her designee or when a determination is made that the contract will not be awarded. 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 communications 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, lobbyists, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

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

15. 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.

16. 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 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 is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

17. 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 Local Government Code. The person / proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No.9, Conflict of Interest Questionnaire Form, and Attachment No. 10, Financial Interest and Potential Conflict of Interests** with the proposal 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. 9 and Attachment No. 10 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 Attachment No. 10 shall render your proposal non-responsive.

18. 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.

19. No Third Party Rights:

This Contract is made for the sole benefit of 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.

20. Withdrawal or Modification:

No proposal 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 proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal 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.

21. Validity Period:

Proposals 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. Proposals, if accepted, shall remain valid for the life of the Agreement.

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order / Contract issued as a result of this solicitation (RFP). They may be viewed at: [http://www.hccs.edu/hcc/System%20Home/Departments/Procurement Operations/About Procurement /General%20Terms%20and%20Conditions%20of%20Contracts.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement%20Operations/About%20Procurement%20and%20Conditions%20of%20Contracts.pdf)

Proposers may offer for HCC's consideration alternate provisions to the Terms and Conditions. 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. Proposer's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

23. Indemnification:

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatsoever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

24. Delegation:

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2267 of the Texas Government Code for the purchase of construction services. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking.

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**ATTACHMENT NO. 1
HCC PROJECT NO. RFP 14-03
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM**

PROJECT TITLE: Financial Collection Services
PROJECT NO.: RFP 14-03

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 10: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Request for Proposals for providing _____, the undersigned hereby proposes to furnish all necessary resources required to perform the services 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 and any and all amendments issued by HCC and made a part of this Request For Proposals. 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 proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal 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 _____, 2013.

Notary Public for the State of: _____

Attachment No. 1 Cont'd

ACCEPTANCE AND CONTRACT AWARD FORM

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

.....
Purchase Order No. _____ (for payment purposes only)

Project No. RFP 13-20
Financial Collection Services

Effective Date:

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

In the event of an inconsistency between this Contract, the RFP, and / or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFP and finally, the Contractor's Proposal.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2013.

Signed By: _____

Title: _____

ATTACHMENT NO. 2 SCOPE OF SERVICES

HCC Project No.: 14-03

The "Contractor" referred to in this attachment shall refer to a respondent awarded a contract as a result of this RFP. HCC anticipates issuing up to three contract awards for the collection services described herein, as deemed in the best interest of HCC.

I. General

This Scope of Services covers the requirements of the Contractor to provide Financial Collection Services, for the collection of delinquent student installment payment plan accounts, and delinquent student tuition and fee balances including NSF (Not Sufficient Funds) checks on behalf of Houston Community College System ("HCC") and other outstanding receivables. In performing the work, Contractor represents that it is familiar with the Financial Collection Services that it will be required to deliver and agrees to perform all necessary and required work to deliver Financial Collection Services consistent with industry best practices and in accordance with all applicable governmental laws, rules, licensing, regulations, and professional standards. The successful respondent shall perform all work as an independent contractor. The Contractor is solely responsible for the appropriate means and manner of performing the work.

HCC calculated, as of August 31, 2013, fifty-six thousand three hundred-eighty (56,380) student accounts with receivables totaling thirteen million forty-one thousand twenty-five dollars, forty-eight cents (\$13,041,025.48). This cumulative figure is the sum total of multiple years. This debt is calculated at the completion of a HCC semester based on the outstanding balance of the holder of a student account.

The average age, or period outstanding, of the accounts at placement will be approximately two (2) or three (3) years. Future annual referrals are estimated to be one million one hundred thousand dollars (\$1,100,000.00). HCC states an annual goal of ages of outstanding accounts being within a six (6) month to one (1) year frame.

II. Service Requirements

- a. The Contractor shall accept accounts placed by HCC and use its best efforts, as Contractor describes in their proposal, to collect on the accounts utilizing all legal and proper means. It is understood that HCC may replace (second placement, third placement, etc.) accounts without cost.
- b. HCC may make its own efforts at collection without notice to or approval of Contractor. The placement of accounts by HCC to the Contractor shall be at the sole discretion of HCC.
- c. The Contractor shall not subcontract to perform any of the contracted services without prior written authorization by HCC. If authorization is provided, the Contractor shall remain wholly responsible for compliance with provisions of the contract.

- d. The Contractor shall provide services in accordance with all relevant Federal and State of Texas Laws and Regulations, including, but not limited to, Texas Education Code Section 54.007, the Fair Debt Collection Practices Act (FDCPA), Title IV of the Higher Education Act, the Texas Debt Collection Act, and the Gramm-Leach-Bliley Act. The Contractor is responsible for safeguarding all personal and financial data received from both HCC and the students or others making payment on behalf of the student. The Contractor must also obtain a surety bond and comply with the substantive requirements of Chapter 392.101 of the Texas Finance Code.
- e. The Contractor shall maintain accurate records, satisfactory to HCC, showing debtor account balances, additional charges, collection commissions, and payments for all accounts. These accounts shall be maintained on a computerized data system. The Contractor's records shall be available for inspection by representatives or agents of HCC at any time and the Contractor grants permission for such representatives or agents of the College to enter the Contractors' premises for the purpose of review and inspection of these records.
- f. All records pertaining to the services provided shall be open for inspection and / or audit by HCC or its designee at any time during regular business hours, including review of Contractor's procedures and forms and shall be open to audit all accounts directly pertaining to the resulting contract for a period of three (3) years after contract expiration or as required by applicable State and Federal law.
- g. On request by HCC, the Contractor shall meet with a representative of HCC and review an invoice(s), explain charges, and / or discuss problems relating to the services provided. The Contractor shall provide the name, telephone number and email address of the contractor's contact for such purposes.
- h. The Contractor shall maintain funds collected on the HCC's accounts in a separate escrow account and shall not co-mingle the funds of HCC with the Contractor's operating cash, or funds of other clients. These collected funds, less the agreed commissions, shall be remitted to HCC on a monthly basis on a schedule to be mutually agreed upon by the parties to the contract. Funds shall be disbursed to HCC along with a detailed updated debtor inventory for each account on file.
- i. The Contractor shall return to HCC, at no charge, accounts that have been placed in error or due to other adjustments.
- j. The Contractor shall reimburse HCC for any amount which becomes uncollectible or which is lost due to any act or omission of the vendor. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without prior authorization from HCC, acknowledgement that a payment constitutes payment in full when in fact the account the account has not been paid in full, failing to update accounts resulting in court judgment which includes less than the amount due and payable, failing to promptly notify HCC of a bankruptcy filing so as to allow the timely filing of a claim or other appropriate response.
- k. The Contractor will notify HCC of any name or address change of its debtors as well as request the student to follow proper procedure to have student's address updated.

III. Contractor's Personnel

- a. The Contractor and its personnel shall be courteous to students, and shall avoid threats,

intimidation and harassments of students.

- b. The Contractor shall observe debtor's (students') rights within the constraints of the Fair Debt Collection Practices Act and Privacy Act.
- c. The Contractor shall not accept any compromise settlement with the student without written approval from HCC.
- d. The Contractor shall notify the student of his/her delinquent account within five (5) calendar days of HCC turning the account over to the contractor.

IV. Reporting

The Contractor shall submit to HCC on a monthly basis, reports that include the following:

- a. Accounts that are being collected and their status of any agreement.
- b. Returned / cancelled accounts.
- c. The performance (percentage of collection) under the contract.
- d. Acknowledgement of placement of new accounts.
- e. Statement of the account, as of the end of the previous month identifying the student's name, social security (identification number), original balance, collection fees, payment received and outstanding balance in a format that is acceptable to HCC.

V. Contractor's Responsibility

- a. Specify what information about accounts and debtors HCC would be required to provide and the format in which the information is to be provided.
- b. The Contractor shall promptly respond to complaints or inquiries transmitted to the contractor by HCC which arise and are a result of the contractor's performance.
- c. The Contractor shall not institute legal proceedings in the name of HCC without the express written authorization of HCC.
- d. The Contractor shall provide HCC with a link to fast, efficient transfer of collection account data and have the ability to accept placement of accounts in any format both electronic and manual. Describe the software used to monitor accounts and the steps taken prior to determining an account is uncollectible. Explain in detail the way in which the firm determines that an account is uncollectible and what action the firm takes after such a determination.
- e. Contractor shall promptly undertake, through proper and lawful means, the collection of accounts referred by HCC. Contractor shall undertake such collection action for the amount as specified by HCC, and shall not alter that amount placed except as authorized by HCC or as required by law. Contractor shall comply with all state and federal regulations, which may be applicable to the collection of past due accounts.
- f. Contractor shall have, and exercise, authority and control over the method and manner

of the performance of its obligations hereunder. Contractor shall be and stand in the relationship of independent contractor to HCC. Contractor shall make no representations to debtors of HCC that contractor occupies any relationship to HCC other than as independent contractor. Contractor shall use its own name and letterhead in all contacts and transactions with debtors and other persons. Contractor agrees to maintain strict confidentiality concerning all records, placements, reports, etc. having to do with this Agreement.

- g. All monies collected by the Contractor shall be remitted in full to HCC (less any fee to which the Contractor is entitled as specified in the collection fee, Attachment 3, Schedule of Items and Prices together with an itemized report listing the accounts upon which collections were made, the amounts of the fee deducted or due Contractor for such collections.
- h. The Contractor shall agree to suspend action, either temporarily or permanently, without fee or penalty to HCC, or debtor, on any account upon receipt of such notification by HCC. In the event that an account is returned to HCC, whether at the direction of HCC or due to the action of the Contractor, the Contractor shall transmit to HCC all records, documents, and monies in its possession relating to said account or received pursuant to its collection efforts regarding such account with the return of said account. Such withdrawals will be made with no cost to the College.
- i. The Contractor shall agree to action on any account upon receipt of notification of bankruptcy, returning all information without penalty or cost to HCC. This includes accounts where legal action may have been taken.
- j. Should the Contractor fail or refuse to return an account to HCC upon being requested to do so, the Contractor will be responsible for any claims, damages, expenses, or costs of collection or attorney fees incurred by HCC which may arise from the Contractor failure or refusal to return accounts or otherwise perform its obligations under the agreement in a timely fashion.
- k. The Contractor shall provide, with each account close and return, a reason statement providing the rationale for the close and return of the account in question (i.e. no assets, unable to locate, unemployed etc.).
- l. The Contractor shall maintain professional liability insurance in amounts sufficient to the purpose of this Agreement at all times during the term of this Agreement and agrees to indemnify, defend and hold harmless HCC from and against any and all losses, claims demand, suits, or actions, of whatever type of nature, arising from or due to or connected with an activity of Contractor, or of its agents, attorneys, servants, or employees in the handling of monies pursuant to this contract, or in collection, or in attempting to collect, any account or accounts referred to Contractor by HCC under this contract.

VI. HCC Responsibility

- a. HCC shall exclusively determine which accounts it shall refer to Contractor for collection. Contractor shall not be entitled to access of HCC records or files and shall have no authority to select accounts for collection.
- b. HCC will forward all fees collected from student for student account with contractor. Said commission shall be the sole consideration paid Contractor hereunder. HCC shall not be liable for any costs or expenses incurred by the Contractor in the collection of accounts.

No fee shall be paid when the Contractor is instructed to terminate action on any account or upon termination of this contract. All costs and expenses incurred in connection with the collection of accounts will be borne by the Contractor. HCC will forward all collected Collection Fees to contractor. There are no fees collected on accounts sent in error or due to balance owed because of HCC error.

- c. It is understood and agreed that from time to time in the process of handling accounts for collection for HCC, Contractor may determine legal action is necessary to collect certain past due accounts. Contractor shall have no obligation to proceed with such action unless it so desires. Contractor understands and agrees that Contractor shall not authorize legal action on any HCC account unless approved by HCC in writing. Contractor shall have no authority to accept compromise settlement of accounts without the written consent of HCC.
- d. In the event that HCC should authorize Contractor to cause legal action to be filed concerning any collection account, it is understood and agreed that Contractor would utilize an approved licensed attorney and that Contractor would incur all costs of said attorney unless otherwise agreed in writing by HCC on an individual account basis.
- e. It is agreed that actions will be filed to include reasonable attorney fees and court costs if allowed by Law, in order that said cost is recovered if possible from debtor.
- f. HCC may place temporary treatment holds or permanently withdraw individual accounts from collection treatment at any time by verbal or written notification to Contractor. Verbal withdrawal will be followed by written confirmation.
- g. HCC reserves the right to accept payment directly from the debtor and the College shall notify the Contractor within five (5) working days from day payment was received from the debtor.

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**ATTACHMENT NO. 3
RFP 14-03
SCHEDULE OF ITEMS AND PRICES**

Firm Name: _____

Item No.	Description of Services	Percentage / Fee
1	Collection Services for Delinquent Student Accounts (Tuition and Fees) without the filing of lawsuits	
2	Collection Services for Non-Sufficient Funds Student Accounts without the filing of lawsuits	
3	NSF / Hot Checks	

*The percentage / fee that the Collection Agency shall collect from the debtor shall be based on the original balance of the accounts referred for collection, i.e.- Account Balance - \$1,000.00 (due to HCC) Collection Fee due to Contractor (if fee is 10%) - \$1,000.00 x 10% = \$100.00

NOTE: IT IS IMPORTANT TO NOTE THAT PRICES MUST BE STATED AS A FLAT FEE.

- Price must be clearly stated.
- Delinquent student account receivable balances can include housing charges, meal plan charges, library fines, parking fines, conduct fines, financial aid, Return of Title IV repayments, non-sufficient fund payments and fees, tuition, student activity fees, course fees, and bookstore charges.

This is a performance based contract Houston Community College (HCC) reserves the right to re-assign any or all collections files and reassign these files to other collection agencies.

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**ATTACHMENT NO. 4
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 14-03**

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 as directed below:

Section 1.

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Proposer must determine what portion(s) of work, including goods or services, will be subcontracted. Check the appropriate box that identifies your subcontracting intentions:

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 6 and No. 7)

_____ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete Section 3, below.)

Section 2.

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this section 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 subcontracting a portion of the work and 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.

Section 3.

SELF PERFORMANCE JUSTIFICATION

If you responded "No" in SECTION 1, please explain how your company will perform the entire contract with its own equipment, supplies, materials, and / or employees.

Signature of Proposer

Title

Date

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**ATTACHMENT NO. 5
HCC PROJECT NO. RFP 14-03
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 this Project.

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. 6
HCC PROJECT NO. RFP 14-03,
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

RESPONDENT/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL RESPONDENTS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESS IN THEIR PROPOSAL SUBMISSIONS.

CONTRACTOR	TYPE OF WORK TO BE DONE	TYPE OF SMALL BUSINESS CERTIFICATION	% OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
NON-SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				

BUSINESS NAME: _____
ADDRESS: _____
SUBMITTED BY: _____
TELEPHONE/FAX: _____

DATE SUBMITTED _____
CONTRACTOR'S PRICE/TOTAL SMALL BUSINESS \$ _____
SUBCONTRACTOR(S) PRICE/TOTAL NON- SMALL BUSINESS \$ _____
SUB-CONTRACTOR'S PRICE/TOTAL \$ _____

**ATTACHMENT NO. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE
PROJECT NO. RFP 14-03**

Note: Bidders / Proposers/Offerers are to complete this form along with a **copy** of the Contractor and Subcontractor / Supplier Participation Form and return it in a separate envelope with your proposal.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND TELEPHONE NUMBER: _____

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 8
PROPOSER'S CERTIFICATIONS
HCC PROJECT NO. RFP 14-03**

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. 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 = Best Effort

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 Respondent may be subject to the loss of the contract or the termination thereof.

3. 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 RFP. The undersigned further understands that the Proposer shall not communicate with an 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 thirty (30) days after the contract is executed by the Chancellor or his / her designee, or when a determination is made that the contract will not be awarded.

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 Proposer, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

4. 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.

5. OWNERSHIP INTEREST DISCLOSURE:

The undersigned certifies that he / she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

6. PROHIBITED CONTRACTS/PURCHASES:

The undersigned certifies that he / she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaws regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

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 _____, 2013.

Notary Public for the State of: _____

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**EXHIBIT 2 - TO ATTACHMENT NO. 8
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 14-03**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, or has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, consultant, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

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

**ATTACHMENT NO. 9
HCC PROJECT NO. RFP 14-03**

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 Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <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.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
<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>		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

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. 10
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC Project No. RFQ 14-03

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 completed, signed and notarized. The Completed form must be submitted along with your proposal**

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 of at least 10% (_____)
- Ownership interest of at least \$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 within the first degree of affinity to individual has the following ownership or real property interest in Vendor (_____)
 - 1. Ownership interest of at least 10%
 - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
 - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
 - 4. Real property interest with fair market value of at least \$2,500
- 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 _____

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 _____

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 _____

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 _____

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:
This disclosure is submitted on behalf of:

(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

State of _____

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

this the _____ day of _____, 2013.

Notary Public for the State of: _____

**ATTACHMENT NO. 11
PROPOSER QUESTIONNAIRE
HCC PROJECT NO. RFP 14-03**

1.0 Company Profile:

1.1 Provide details as to the following:

- a) Firm or Entity Name.
- b) Years in Business.
- c) Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- d) Provide the address of the corporate headquarters and number of employees within the state of Texas.
- e) Location and address of local offices.
- f) Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal.
- g) Ownership: List the names of all officers and persons of the organization(s) that 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.
- h) Sales Volume: Provide net sales data for the past three (3) years.
- i) 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.
- j) 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.
- k) If your company is affiliated with a consortium or other group, provide the name and a description of that relationship.

1.2 Firm's Financial Status:

(a) Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.

(b) 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.

2.0 Customer References:

2.1 Your response must include a listing of at least three (3) customers for which you have collected student accounts and provided Financial Collection Services of the type and kind required by this RFP. Your customer reference list shall include the company name; contact person including telephone number and email address; scope of services, annual sales volume (\$); 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 must include company name, contact person, telephone number, and email address (if known). Please indicate if your agency is the primary provider of collection services for each reference, and the years of experience in such collections, and the rate of successful collection of such accounts.

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. 3, (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 exceed 2 pages in length, summarizing key points in the proposal.

3.2 Qualifications and Experience of Personnel:

(a) Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the HCC account, Describe experience levels of each key individual. Describe how sufficient numbers of agents will be assigned to the HCC account to adequately handle the needs of HCC;

(b) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Proposer's employees.

(c) Please specify number of employees in the collection business and areas of responsibilities, and annual account volume handled by your company.

3.3 Implementation Plan: Provide a detailed *Start-up Implementation Schedule* identifying key tasks and milestones commencing date of contract award through opening day. Your response should clearly define both your and HCC's responsibilities and resources required during the implementation phase.

3.4 Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary / contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.

3.5 Quality: (a) Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how you measure and monitor production quality, ensure delivery / turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer. (b) Please describe the number and type of instances for which your company received unsatisfactory ratings from the customers. The listing must include the following items: (i) date of violation; (ii) remedy; (iii) date cleared by the health department.

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

3.7 Capabilities and Capacity:

(a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 3. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and / or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC. The successful vendor must satisfy HCC that it has adequate experience and capabilities in the collection of student account collections.

(b) For the work listed by HCC in Attachment No. 3, please identify any work for which your company will have to outsource all or a portion of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

3.8 Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to the faculty, HCC staff, and students and advise them of your service offering; how to access / place orders; rate structure; etc. upon commencement of the contract and thereafter, on an ongoing basis.

Records and Reports:

Please provide details and samples of all reports that will be made available to HCC. Indicate the type, purpose and frequency for each report that would be provided.

Provide details of your firm's ability to provide a secure internet access to student accounts in the firm's database. Such an internet access will enable HCC to perform accounts inquiries. Explain how your firm will work with HCC to create, activate, and maintain this access.

3.9 Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC students in an internship capacity.

3.10 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, if any.

3.11 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

(c) Describe any additional unique business features, pricing arrangements, special services prompt-pay discounts, terms, and conditions or other value added services your firm can and would provide under any agreement resulting from this RFP.

4.0 Price Proposal:

Proposer shall complete and submit the Schedule of Items and Prices. Proposer may submit, for HCC's consideration, any other products and services it offers.

Prices must be clearly state and shall be fixed fee.

Specify the commission charged by your firm. If the commission differs according to the type of account, detail specifically the rates by type of account. Include first placement, second placement, and legal accounts as applicable.

Attachment 12
Sample Contract
RFP 14-03



CONSULTING SERVICES CONTRACT RECRUITMENT SERVICES

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 _____ (the "Contractor"), whose address is _____ (individually, "Party" and collectively, "Parties"), effective as of _____, 2013 ("Effective Date").

RECITALS

WHEREAS, HCC has need of _____ Services to complete _____ that is in-progress and mission critical to HCC; and

WHEREAS, Contractor has demonstrated competence, based on past performance, to perform the services and to complete the Project as set forth and required under this Contract; and

WHEREAS _____ includes the services of the type and kind that HCC requires and Contractor desires to and has agreed to perform such services; and

WHEREAS, Texas Government Code Chapter 791 authorizes cooperative and interlocal agreements between governmental bodies and purchases such as the services to be provided under this Contract and HCC is authorized under said chapter to procure Contractor's services through fellow agency's contract with Contractor; and

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 recruitment services to HCC, in accordance with the deliverables and Scope of Services attached hereto as Exhibit A ("Services"), within the timeline and milestones set forth therein, 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 furnished by HCC and Contractor 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 Contractor _____ 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 weekly progress reports outlining the Services performed and completed during the prior week. 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 (Completed, In-progress, On-hold, Not started); (d) task status dates; (e) task status comments; (f) milestone title with milestone status (Completed, In-progress, On-hold, Not started); (g) milestone status dates, (h) milestone comments; (i) project timelines in GANNT chart format; and (j) Project team meeting minutes.

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 July 22, 2013 through February 22, 2014 ("Term") unless renewed or earlier terminated as set forth herein. 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 31st.

(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 and/or performed by the Contractor, HCC will pay the Contractor an amount not to exceed Fifty Thousand Dollars (\$50,000.00) ("Fee"), inclusive of all expenses, during the Term and the Fee may otherwise be less than \$50,000 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 Maximum Contract Value: The amount contained herein is the maximum contract value. If additional funding is required, it will be processed pursuant to the prior written approval of HCC. The delivery of any goods or services undertaken by the Contractor, prior to receipt of any written approval by HCC, will be at the Contractors sole risk and expense.

5.3 On or before the 10th 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 t

hat 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.

5.4 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 an 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.

5.5 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.

5.6 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 ("TPIA"), 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 TPIA, 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

a. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by HCC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

(1) Contractor's claims for breach of this Contract that the parties cannot resolve pursuant to other provisions of this Contract or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to HCC in accordance with the notice provisions in this Contract. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that HCC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The HCC Office of General Counsel, or such other officer of HCC as may be designated from time to time by HCC by written notice thereof to Contractor, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

(2) If the parties are unable to resolve their disputes under subparagraph (1) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Contract by HCC.

(3) Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Contract by HCC nor any other conduct, action or inaction of any representative of HCC relating to this Contract constitutes or is intended to constitute a waiver of HCC's or the state's sovereign immunity to suit and (ii) HCC has not waived its right to seek redress in the courts.

b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

c. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. HCC and Contractor agree that any periods set forth in this Contract for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

c. It is agreed that such process is not invoked if HCC initiates the dispute by first bringing a claim against Contractor. If HCC makes a claim against Contractor and Contractor then makes a counterclaim against HCC as a claim under Chapter 2260 and in compliance therewith, the HCC's original claim against Contractor does not become a counterclaim and is not subject to the mandatory counterclaim provisions of Chapter 2260 of the Texas Government Code.

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 In accordance with Texas Government Code Section 2155.004, 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. **CHILD SUPPORT**

15.1 In accordance with Texas Family Code Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, material, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. By executing this Contract, Contractor certifies that the individual business or entity named in this Contract is not ineligible to receive payment from the state and acknowledges that this Contract may be terminated any payment may be withheld if this certification is inaccurate.

16. **INSURANCE REQUIREMENTS**

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

16.2 Contractor's failure to comply with the requirements of this Section 16 shall be considered a breach of this Contract.

17. **RELATIONSHIP OF THE PARTIES**

17.1 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).

17.2 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.

17.3 The provisions of this Section 17 shall survive expiration or earlier termination of this Contract.

18. **CONFLICTS OF INTEREST**

18.1 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.

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

19. **DEBARMENT**

19.1 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.

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 Company Name**
Attn.: **Contractor Contact Name**
Address: **Street, Suite**
City, State Zip Code

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

With a copy to:

Houston Community College
ATTN: HCC Project Manager
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**

22.1 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	Insurance Requirements

33. **ENTIRE AGREEMENT**

33.1 This Contract supersedes 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:
Renee Byas
Acting Chancellor

Date

CONTRACTOR-CONSULTANT

By: _____
By:
Title

Date

Exhibit A

Scope of Services

See Rider 101. Scope of Work/Specifications contained in _____
contract awarded to _____.

SAMPLE

Exhibit B

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.