

**Houston Community College System
Purchasing Department**



HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS (RFP)

FOR

TEMPORARY PERSONNEL AGENCY SERVICES

PROJECT NO. 06-05

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date:

Project Title: Temporary Personnel Agency Services

Project No.: 06-05

ISSUED BY:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor)
Houston, Texas 77002

SUBMIT INQUIRES TO:

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

Project Overview:

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

Contract Approval: This procurement 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 his designee.

Pre-Proposal Conference: _____Mandatory X Not mandatory

A pre-proposal conference will be held in the Purchasing Department, 3100 Main Street (11th Floor) Houston, Texas 77002 on Friday, February 17, 2006 at 3:00 p.m. (local time). Attendance to the pre-proposal conference is highly encouraged.

Proposal Due Date/Time: HCC will accept proposals to provide the required Temporary Personnel Agency Services until 4:00 p.m. (local time) on Friday, February 24, 2006. Proposals will be received in the Purchasing Department, 3100 South Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

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

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

HCC reserves the right to accept or reject all or any part of any proposal, waive any technicalities or irregularities in the proposal documents and consider the proposal for award.

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

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	<u>Page Number</u>
Cover Page and Summary	1
Table of Contents	2
Instructions to Proposers	3 - 8

Forms to be completed and submitted with a Proposal

Attachment No. 1 Proposal/Award Form	9 - 10
Attachment No. 2 Schedule of Items and Prices	11 - 13
Attachment No. 3 Scope of Service.....	14 - 16
Attachment No. 3A Job Descriptions.....	17 - 24
Attachment No. 4 Determination of Good Faith Effort Form	25
Attachment No. 5 Small Business Unavailability Certificate	26
Attachment No. 6 Small Business Development Questionnaire	27
Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form	28
Attachment No. 8 Non-Discrimination Statement	29
Attachment No. 9 Certification & Disclosure Statement	30
Attachment No. 10 Affidavit Form	31
Attachment No. 11 Business Questionnaire	32 - 33
Attachment No. 12 Assurance of SBDP Goal	34
Attachment No. 13 Vendor Application Form	35
Attachment No. 14 Insurance Requirements	36

Proposed/Sample Contract Documents

The resulting contract will include at least the following exhibits:

Exhibit A Proposal / Award Form	38
Exhibit B Schedule of Items and Prices	38
Exhibit C Scope of Services	38
Exhibit D General Terms and Conditions	39 - 43
Exhibit E Contractor & First Tier Subcontractor/Supplier Participation Form, if appropriate.....	44
Exhibit F Subcontractor Payment Certification Form, if appropriate.....	45
Exhibit G Progress Assessment Report, if appropriate.....	46
Exhibit H Insurance Requirements, if appropriate.....	47

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

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

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and fourteen (14) copies of the technical proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Small Business Unavailability Certificate
- Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 8 Non-Discrimination Statement
- Attachment No. 9 Certification & Disclosure Statement
- Attachment No. 10 Affidavit Form
- Attachment No. 11 Business Questionnaire
- Attachment No. 12 Assurance of SBDP Goal

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 06-05
Attn: Pam Ferreira, Senior Buyer

3. **Eligibility for Award**

a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

b. Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.

c. Responsible proposers as a minimum must:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the 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 the contract.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the proposal is so certifying.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria 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.

4. **Preparation of Proposal**

A. Technical and Price Proposal:

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

- **Cover letter:** The cover letter shall not to exceed two (2) pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach, as well as, a description of all services offered by the proposer. Include an organizational chart, which includes “key” staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer’s commitment to utilize HCC students in an internship capacity with the firm.

- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm’s history, size and management staff composition. Include a description of the firm’s past and current contracts, which are related to the type of services, required by this solicitation. Include name(s) of contact persons.
- **Qualifications and Experience of Personnel:** This section shall include a sample listing of all available temporary personnel, including resumes indicating the candidate’s classifications and job skills.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation.
- **Business Data/Financial Statement:** This section shall include financial statements (last three years) of the company.
- **Price Proposal:** The price proposal shall be clearly identified as such in the technical proposal documents, and shall include the completed Attachment No. 2, Schedule of Fees.

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 proposers evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>FACTOR</u>	<u>Relative Importance</u>
• Project Management and Services:	Most Important
• Qualifications and Experience of Firm:	Very Important
• Qualifications and Experience of Personnel:	Very Important
• Business Data/Financial Status:	Very Important
• Small Business Participation Goal:	Important
• Price Proposal	Important

6. **Contract Award**

Award(s) will be made to the most responsive, responsible proposer(s) whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. HCC may award one (1) or more contracts, 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.

7. **Postponement of Proposals Due Date/Time**

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

8. **Oral Presentations**

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

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

- A. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- B. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- C. For this solicitation, HCC has established **twenty percent (20%)** of the total amount of the 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.
 - Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected vendor/contract will be required to meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal.

11. **Prime Contractor/Contracts for Services**

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

12. **Internship Program**

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.

For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

13. **Prohibited Communications**

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

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

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

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

In the event the Board refers the recommendation back to staff for reconsideration, the 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.

14. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

15. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

16. **Explanation to Proposers**

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

17. **Payment and Performance Bonds**

This solicitation contains the requirement for payment and performance bonds. (Please refer to Exhibit D, General Terms and Conditions, Paragraph 17).

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Temporary Personnel Agency Services
Project No.: 06-05

.....

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

.....

Receipt of Proposal Amendment(s) The undersigned acknowledges receipt of the below listed amendment(s).
(List amendment number & date.)

_____ _____
Amendment Number(s) Date

Name of Proposer (Type or Print)

Business Address (Type or Print, include "zip code")

Signed By (Sign in ink; type or print name and title under signature)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)
Project No.06-05

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2005

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2
SCHEDULE OF FEES
FOR
TEMPORARY PERSONNEL AGENCY SERVICES

The Proposer/Contractor shall furnish all resources and services necessary and required to perform the services in accordance with the scope of services and the general terms and conditions of the proposed contract for the proposed price(s) listed below.

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

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

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

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
TEMPORARY PERSONNEL AGENCY SERVICES

I. General

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

- Administrative
- Technical

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

II. Scope

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

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

III. Requirements

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

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

- B. All background checks shall be conducted in accordance with all applicable local, state and federal laws. A copy of the background check report shall be made available to HCC designated personnel upon request.
- C. The Contractor shall ensure that all candidates for Administrative positions are proficient in the following areas:
 - Grammar, spelling, comprehension; and mathematics;
 - Alpha/numeric filing skills;
 - Typing
 - Data Entry (if applicable to the job assignment)
 - Computer skills such as Windows NT, Microsoft Work, Microsoft Excel, Microsoft Access, and Power Point.
- D. For technical positions, the contractor shall ensure that the candidates have the appropriate knowledge and experience in their area of specialization.

IV. **Business Hours**

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

V. **Personnel Requests**

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

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

VI. **Performance Guarantee**

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

VII. **Payment Procedures**

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

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

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

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

VIII. **Reports**

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

IX. **Quality Control Program**

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

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

X. **Emergencies**

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

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

- Executive Secretary

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

- Administrative Secretary

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

- File Clerk

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

- General Clerical

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

- Data Entry Operator

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

- Receptionist/Switchboard Operator

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

- Office Manager

Requires high school diploma. Typically requires a minimum of three to five (3-5) years of experience. Must have good working knowledge of general office procedures, and good communications skills.

- Benefits Specialist

Requires a high school diploma. Typically requires a minimum of two to three (2-3) years of experience. Must have working knowledge of general benefits and compensation procedures.

- Treasury Analyst

Requires a Bachelor's Degree in Accounting of Finance. Typically requires a minimum of 5 to 8 years of professional treasury experience dealing with debt instruments, debt compliance, fixed income investments and banking. Sophisticated use of Excel spreadsheets and experience with on-line banking are a necessity.

GROUP II – TECHNICAL

- Sr. Computer Operator

High school diploma or GED required. Minimum of two (2) years related experience required in a large data center server environment, including working experience with computer operations, tape back-up management systems, and familiarity with Windows, Windows NT, Visual Basic, UNIX, and PeopleSoft strongly preferred.

- Computer Operator

Requires high school diploma or equivalent. Typically requires a minimum of one (1) to two (2) years of hands-on experience in computer operations. Must have working knowledge of personal computer systems.

- Sr. Hardware/Software Technician

Either an Associates degree or AAS or certification in a related field or four (4) years recent experience in hardware/software technical support. Three (3) years of personal computer hardware/software installation and software troubleshooting. Experience in microcomputer technology, computer and data communications equipment required. Experience with PeopleSoft strongly preferred.

- Hardware/Software Technician

Requires high school diploma or equivalent. Typically requires a minimum of four (4) years of hands-on experience in microcomputer and mainframe peripherals. Responsible for routine and complex installation, testing, and maintenance of all element of IT equipment including power, software, terminals, personal computers, components, and peripherals.

- Sr. Business Analyst

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

- Business Analyst

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

- Accountant

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

- Accounting Clerk

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

- Budget Analyst

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

- Purchasing Agent

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

- Buyer

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

- Contract Analyst

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

- Sr. Programmer Analyst

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

- Programmer Analyst
Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of two (2) years programming experience. Responsible for application and production support of the PeopleSoft application products.
- Sr. Systems Analyst
Requires a Bachelor's degree in CS, MIS, or related field. Typically requires a minimum of eight (8) years experience. Responsible for maintenance of systems and database software and problem determination and resolution.
- Systems Analyst
Requires a Bachelor's degree. Typically requires a minimum of three (3) years extensive computer automation experience. Responsible for maintenance of systems and database software and problem determination and resolution.
- Sr. Network Analyst
Requires a high school diploma. A Bachelor's degree to preferred. Typically requires a minimum of five (5) years experience. Provides network and infrastructure support services for PeopleSoft application products.
- Network Analyst
Requires a high school diploma. Typically requires a minimum of two (2) years experience. Provide technical support, problem determination, and problem resolution of Network Routers, Data Links, and other infrastructure elements.
- Operations/Production Coordinator
Requires a high school diploma. Typically requires a minimum of five (5) years experience. Serves as coordinator for Operations and Production Control activities.
- UNIX Systems Administrator
Requires a high school diploma. Typically requires a minimum of three to five (3-5) years of experience. Serves as UNIX System Administrator for technical support, problem determination, and problem resolution of Network Servers and other infrastructure elements.
- PeopleSoft Analyst
Requires a high school diploma. Typically requires a minimum of two (2) years experience. Must have working knowledge of PeopleSoft application products.

- Data Warehouse Analyst

Requires a high school diploma. Typically requires a minimum of two (2) years of hand-on experience.

- Website Developer

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

- Telecommunications Account Analyst

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

- Sr. Database Administrator

Bachelor's degree from an accredited institution in computer science or related are required, or significant work related experience in all job requirements for this position may be considered in lieu of degree requirement. Minimum of five (5) years experience as database administrator, in a production environment required. PeopleSoft/Oracle DBA experience in a Solaris environment is requirement.

- Database Administrator II

Bachelor's degree in Computer Science or related field is required. Eight (8) years directly related work experience may be considered in lieu of degree. Minimum of three (3) years related experience as a DBA is required, with at least one (1) year in a production PeopleSoft environment. Experience in Oracle and Solaris required.

- Project Manager

Bachelor's degree in Computer Science, MIS or a computer related field required. Eight (8) years directly related work experience may be substituted in lieu of degree. Three (3) years supervisory experience in a technical service support environment required. Five (5) years experience in data networking, telephone systems and file server/client server environment required.

- Sr. Unix Systems Administrator

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

- Sr. Systems Administrator – Active Directory

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

- Sr. Systems Administrator – PeopleSoft

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

- Technical Support Analyst I

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

- Technical Support Analyst II

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

- Sr. Telephone System Hardware Analyst

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

- Sr. Telephone System Software Analyst

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

- Sr. Telephone System Customer Support Representative

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

**ATTACHMENT NO. 4
PROJECT NO. 06-05**

**HOUSTON COMMUNITY COLLEGE SYSTEM
DETERMINATION OF GOOD FAITH EFFORT**

Proposer _____

Address _____

Phone _____ Fax Number _____

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

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

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

Signature of Proposer Title

Date

**ATTACHMENT NO. 5
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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

Of _____, certify that on the date shown below, I contacted the following small
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on
 HCC Project No. 06-05

DATE CONTACTED	SMALL BUSINESS	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 was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

Signature: _____
 (Proposer)

**ATTACHMENT NO. 6
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College System
Economic Development Office
Post Office Box 667517
Houston, Texas 77266-7517**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 7

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

PRIME CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____

Address: _____

Telephone/Fax: _____ Date: _____

TOTAL \$ _____

Contractor \$ _____

Subcontractor(s) \$ _____

Supplier (s): \$ _____

ATTACHMENT NO. 8

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 9

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: YES or NO
Have you been convicted of a felony? _____

If a business entity: YES or NO

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2005

Notary Public for the State

Of _____

ATTACHMENT NO. 10

STATE OF TEXAS AFFIDAVIT

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2005.

Notary Public for the State
Of _____

**ATTACHMENT NO. 11
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

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

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

TYPE OF ORGANIZATION

Individual Sole Proprietorship
 Partnership Corporation, Incorporated in _____

Federal Employer Identification Number _____
Social Security Number, if an individual _____

How long in business under present name _____
Number of persons now employed _____

BUSINESS CLASSIFICATION

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

** HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities*

REFERENCES

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

	<u>Name of Firm</u>	<u>Address</u>	<u>Point of Contact</u>	<u>Telephone #</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2005

Notary Public for the State

of _____

ATTACHMENT NO. 12

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 FIRST TIER SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = **20%**

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

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

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 13 HCCS VENDOR APPLICATION

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

Please take a moment to go to the Houston Community College System Purchasing department website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

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

**ATTACHMENT NO. 14
INSURANCE REQUIREMENTS**

**HOUSTON COMMUNITY COLLEGE SYSTEM
INSURANCE REQUIREMENTS FOR CONTRACTORS AND DESIGN FIRMS
WHO RENDER SERVICES FOR HCCS**

The following coverages and limits are the minimum limits that the Contractor / Design Firm is required to carry:

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

Occurrence / Personal Injury / Advertising / Products / Completed Operations	\$1,000,000 CSL
Annual Aggregate	\$2,000,000 CSL
Products Aggregate	\$2,000,000 CSL
Fire, Lightning or Explosion	\$1,000,000 CSL
Medical Expense	\$5,000 Per Person

2. Professional Liability:

Occurrence / Aggregate	\$5,000,000
An Umbrella Liability policy is also required with Minimum Limits of	\$5,000,000

3. Automobile Liability:

Bodily Injury / Property Damage	\$1,000,000
---------------------------------	-------------

4. Workers Compensation:

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

The following endorsements are required on the Certificate of Insurance:

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

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

**Houston Community College System
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM
PROPOSED/SAMPLE CONTRACT DOCUMENTS
FOR
TEMPORARY PERSONNEL AGENCY SERVICES
PROJECT NO. 06-05**

PROPOSED CONTRACT EXHIBITS

**EXHIBIT A
PROPOSAL / AWARD FORM**

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

**EXHIBIT B
SCHEDULE OF ITEMS AND PRICES**

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

**EXHIBIT C
SCOPE OF SERVICES**

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

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

Note: (Exhibit D is attached hereto.)

**EXHIBIT E
CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER
PARTICIPATION FORM**

Note: (If applicable, Attachment No.7, of this solicitation may become Exhibit E in the resulting Contract.)

**EXHIBIT F
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE**

Note: (A copy of the payment certificate form is attached hereto.)

**EXHIBIT G
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Note: (A copy of the progress assessment form is attached hereto.)

**EXHIBIT H
INSURANCE REQUIREMENTS**

Note: (A copy of the HCC Insurance Requirements is attached hereto.)

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College System (“HCC”) based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. **Contract Term**

The Contract performance period shall not exceed a one (1) year time period, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of this contract. The contract term for contract(s) awarded resulting from this solicitation will be one(1) year with two (2) one-year renewal options. Any contract renewal or extension may be subject to approval by the Board of Trustees.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. **Compliance with Laws**

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

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

6. **Termination for Convenience**

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

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. **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.

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

The Contractor hereby agrees to attain small business participation in the amount of **20%** of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Exhibit E, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

10. **Small Business Compliance**

The Contractor shall meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

11. **Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of HCC.

12. **Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained herein, if any.

13. **Indemnification**

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

14. **Independent Contractor**

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor's employees or independent subcontractors; that Contractor's employees shall be paid by the Contractor; that Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

15. **Assignment**

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

16. **Notices**

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

Houston Community College System:
Purchasing Department (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Michael Kyme,
Executive Director of Procurement

Contractor:

ATTN: _____

17. Performance and Payment Bonds

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

A Notice to Proceed will not be issued to the Contractor until properly executed bonds are received and accepted by Houston Community College System, Purchasing Department.

18. Internship Program

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

19. Invoicing and Payment

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

Houston Community College System
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 06-05
and Purchase Order No. _____

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

20. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, Dispensation, or use of illegal drugs or alcohol by the Contractor or its employees While on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

21. **Entire Agreement**

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

EXHIBIT E

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____
 Address: _____
 Telephone/Fax: _____ Date: _____

TOTAL \$ _____
 Contractor \$ _____
 Subcontractor(s) \$ _____
 Supplier (s): \$ _____

EXHIBIT F

**HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION**

Project No. 06-05

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from Prime Contractor/Consultant.)

NAME OF FIRM: _____

ADDRESS: _____

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm has received payment on _____ from _____ in the amount of \$ _____ as full payment of our invoice dated _____ for work performed or materials provided during _____ under subject Contract/Project No.
(Time Period)

(To be signed by Officer of the firm)

Signature _____

Printed or Typed Name _____

Title _____

Please Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE SYSTEM
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Reporting Period: From _____ To _____

Consultant / Contractor _____ Project No. _____

Total Contract Amount (Prime Contractor) \$ _____

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

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

To be reported monthly:

Name: _____
 Signature: _____
 Title: _____
 Phone: _____
 Date: _____

Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT H

INSURANCE REQUIREMENTS

HOUSTON COMMUNITY COLLEGE SYSTEM INSURANCE REQUIREMENTS FOR CONTRACTORS AND DESIGN FIRMS WHO RENDER SERVICES FOR HCCS

The following coverages and limits are the minimum limits that the Contractor / Design Firm is required to carry:

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

Occurrence / Personal Injury / Advertising / Products / Completed Operations	\$1,000,000 CSL
Annual Aggregate	\$2,000,000 CSL
Products Aggregate	\$2,000,000 CSL
Fire, Lightning or Explosion	\$1,000,000 CSL
Medical Expense	\$5,000 Per Person

6. Professional Liability:

Occurrence / Aggregate	\$5,000,000
An Umbrella Liability policy is also required with Minimum Limits of	\$5,000,000

7. Automobile Liability:

Bodily Injury / Property Damage	\$1,000,000
---------------------------------	-------------

8. Workers Compensation:

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

The following endorsements are required on the Certificate of Insurance:

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

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