



Procurement Operations

Request for Proposals (RFP)

**For: Employee Assistance
Program Services**

Project No. 08-15

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	1
Summary of RFP	2
Instructions to Proposers	3-7

Forms to be completed and submitted with the Proposal, as appropriate.

Attachment No. 1 Proposal/Award Form	8-9
Attachment No. 2 Schedule of Items and Prices	10
Attachment No. 3 Scope of Services	11
Attachment No. 4 General Terms and Conditions	12-14
Attachment No. 5 Determination of Good Faith Effort Form	15
Attachment No. 6 Small Business Unavailability Certificate	16
Attachment No. 7 Small Business Development Questionnaire	17
Attachment No. 8 Contractor & First Tier Subcontractor/Supplier Participation Form	18
Attachment No. 9 Non-Discrimination Statement	19
Attachment No. 10 Certification & Disclosure Statement	20
Attachment No. 11 Affidavit Form	21
Attachment No. 12 Business Questionnaire	22-23
Attachment No. 13 Assurance of SBDP Goal	24
Attachment No. 14 Vendor Application Instructions	25
Attachment No. 15 Insurance Requirements	26
Attachment No. 16 Conflict of Interest Questionnaire	27-28

<u>Sample Contract Documents</u>	
(The resulting contract will include at least the following documents)	29-30
Exhibit A: Proposal /Award Form	
Exhibit B: Schedule of Items and Prices	
Exhibit C: Scope of Services	
Exhibit D: General Terms and Conditions	
Exhibit E: Contractor & First Tier Subcontractor/Supplier Participation Form, if appropriate	
Exhibit F: Insurance Requirements, if appropriate	
Exhibit G: First Tier Subcontractor Payment Certification Form, if appropriate	31
Exhibit H: Subcontractor Progress Assessment Form, if appropriate	32

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: January 21, 2008
Project Title: Employee Assistance Program Services
Project No.: 08-15

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

SUBMIT INQUIRES TO:
Name: Prudie Lendon
Title: Senior Buyer
Telephone: (713) 718-5005
Fax: (713) 718-2113
Email: prudie.lendon@hccs.edu

Project Overview:
Houston Community College ("HCC") is seeking proposals from qualified firms to administer an Employee Assistance Program for HCC employees as specified in the Scope of Services, Attachment No. 3, of this solicitation.

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 authorized designee.

Pre-Proposal Meeting:
A non-mandatory pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on January 31, 2008 at 2:00 p.m. (local time).

Proposal Due Date/Time: HCC will accept proposals to provide the Employee Assistance Program Services until 4:00 p.m. (local time) on February 11, 2008. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. Proposals will not be opened publicly.

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.

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.

Respondents should exercise particular care in reviewing the requirements set forth in this solicitation.

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in administering an Employee Assistance Program For Houston Community College 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 four (4) copies of the technical and price 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:

- Proposal / Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) ***** Mail separately**
- Contractor & 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 (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 08-15
Attn: Prudie Lendon, 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 Proposal:**

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

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include 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 the company commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition and credentials. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.
- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan, including resumes for all proposed "key" staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

b. **Price Proposal:**

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

5. **Evaluation Criteria**

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

FACTOR	Percentage Weight
• Qualifications and Experience of Firm:	30%
• Qualifications and Experience of Personnel:	25%
• Project Management and Services:	25%
• Price Proposal	15%
• Small Business Commitment:	5%
	Total: 100%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. 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.

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 **Best Effort** as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a

good faith effort:

- e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
- f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

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

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

12. **Internship Program**

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

13. **Prohibited Communications**

Except as provided in exceptions below, the following communications regarding 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 designee; or
- [2] The award recommendations are considered by the Board at a duly-noticed public meeting.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

[6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

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. **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.) after a contract is awarded.

18. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to cancel the resulting contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel the resulting contract by giving the selected contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of the resulting 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. HCC's fiscal year begins on September 1 and ends on August 31st.

19. **Conflict of Interest**

a. If a firm responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in the contract resulting from this solicitation, the firm must disclose this to HCC. Persons submitting a response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form**. This completed form must be signed and submitted with the solicitation response.

b. HCC expects vendors to comply with Chapter 176 of the Texas Education Code.

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

PROJECT TITLE: Employee Assistance Program Services

PROJECT NO.: 08-15

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

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

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No.

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2008

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
FOR
Employee Assistance Program Services**

The Proposer/Contractor shall furnish all resources necessary to administer an Employee Assistance Program Services in accordance with the Scope of Services, Attachment No.3, and the terms and conditions of the sample contract at the below prices.

<u>Item No.</u>	<u>Description of Services</u>	<u>Proposed Cost</u>
001	Counseling Services for Approximately 1,885 HCC employees.	\$ _____ (per employee, per month)
	• Total proposed monthly cost:	\$ _____
	• Total proposed annual cost:	\$ _____

002	Optional additional services proposed by Vendor:	
	<u>Description of Services</u>	<u>Proposed Cost</u>
	• _____	\$ _____
	• _____	\$ _____
	• _____	\$ _____

ATTACHMENT NO. 3

SCOPE OF SERVICES For Employee Assistance Program Services

1.0 Scope

This scope of service covers the requirements for the Contractor to administer an Employee Assistance Program (EAP) for approximately One Thousand Eight Hundred Eighty-Five (1,855) employees of Houston Community College.

2.0 RESOURCES:

The Contractor shall ensure that all the necessary resources, licensed and certified counselors, instructors, administration, supplies, materials, equipment and any other item(s) needed to successfully administer and EAP for Houston Community College, in accordance with this scope of services and the State of Texas regulatory requirements.

3.0 Program Requirements

3.1 The EAP shall be designed to provide HCC employees with confidential counseling which includes but is not limited to: evaluation, written diagnosis and referral to rehabilitation services, marital and family difficulty, depression, legal concerns, financial problems, critical incident stress debriefing services following a traumatic event in the workplace (e.g., life threatening incidents), behavioral, motivational and emotional-related problems, and referral services.

3.2 HCC employees shall have access to EAP by self-referral or supervisory referral.

4.0 GENERAL EAP PROGRAM TRAINING

4.1 The Contractor shall provide General EAP Program Training Services as follows:

4.1.1 Supervisory Training:

- Train supervisors, as identified by HCC, to monitor employee work performance; to conduct constructive confrontation interviews with troubled employees; and to make effective referrals to the employee assistance program. The supervisory training sessions will be conducted as scheduled by HCC's Director of EEO/Employee Relations.
- Provide supervisors with a supervisory guide describing all aspects of the EAP;

- Provide supervisors with ongoing immediate access to counselors to discuss any declining work performance of an employee, and assist the supervisor in making an effective confrontation which may lead to entrance into the EAP;
- Provide HCC with quarterly memoranda (e.g., newsletters), to keep them updated and informed about the EAP services, employee activity report, and other information as requested.

5.0 Employee Orientation & Refresher Training:

- Conduct employee orientation seminars and refresher training upon the request of HCC Director of EEO/Employee Relations.

5.1 Program Visibility:

- Provide "Wellness" seminars annually, on various topics (e.g., stress management, smoking cessation, alcohol/drug abuse, weight normalization, etc.). HCC shall concur with the specific topic for the seminar;
- Provide EAP posters for display in a variety of work settings;
- Provide EAP brochures and wallet cards for employees.

6.0 Critical Incident Counseling:

The Contractor may be required to conduct on-site Critical Incident Counseling (CIC), following a traumatic event in the workplace. A narrative summary report shall be submitted to HCC EEO/Employee Relations.

7.0 Health-Care Provider Referral:

The Contractor (in cooperation with the employee shall assist employee in verifying insurance coverage to identify any existing provider or service limitations prior to referring the employee to a specific provider.

8.0 AVAILABILITY OF SERVICES:

8.1 The Contractor shall be required to maintain reasonable hours of operation for counseling. Employees shall generally be scheduled to meet with one or more counselors within forty eight (48) hours of their initial request for general EAP services. Emergency assessment and referral services will be provided immediately, and shall be available seven (7) days a week, twenty four (24) hours a day. The Contractor will be available to report on-site when requested to perform critical incident counseling, following a traumatic event. The Contractor shall coordinate with HCC Director of EEO/Employee Relations in resolving problems encountered with service availability and scheduling, client participation and instructional compliance.

9.0 CONFIDENTIALITY:

- 9.1 HCC considers client confidentiality a critical aspect to the success of the EAP. Consequently, the Contractor shall comply, with all applicable laws, guidelines, policies and procedures regarding the release of client (employee) records. The Contractor shall treat every supervisory and HCC EEO Officer referral as a mandatory referral subject to the participation, commitment, compliance and release of information requirements established by HCC policies, procedures and practices.
- 9.2 HCC Supervisors who refer employees to the EAP because of work-related problems, are entitled to receive verification that the appointment(s) was kept and whether the employee has been referred for additional treatment, counseling or care which may require his absence from the workplace. Any other information will not be communicated to the employee's supervisor unless the employee provides written authorization.
- 9.3 Upon written authorization from the employee, the Contractor shall notify HCC Director of EEO/Employee Relations of a return-to-work date for those employees who voluntarily refer themselves for services, and need time away from the workplace.
- 9.4 Employees who self-refer themselves for reasons other than drug abuse or alcohol misuse, or any resulting substance abuse program assessment/evaluation thereof, are insured complete confidentiality by the Contractor unless employee authorizes release of relevant file information in writing. If resulting assessment/evaluation determine the employee a threat of harm to self and/or others, the Contractor shall inform HCC of such evaluation results regardless of whether the employee authorizes release of such information.

10.0 Annual Report:

- At the end of each contract year, the Contractor shall provide a detailed program summary report to HCC Director of EEO/Employee Relations. In addition, the Contractor shall be required to provide a compiled report including annual utilization.
- 10.1 All reports and evaluations shall be forwarded to the Director of EEO/Employee Relations.
- 10.2 All reports, documents, and supporting data developed or submitted to HCC as a part of the EAP shall be reproducible. All materials furnished to HCC shall become the property of HCC. Copies may be made for the Contractor's records, but shall not be furnished to others without prior written authorization from the Director of EEO/Employee Relation

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. Contract Award

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

2. Contract Term

The contract term for contract(s) awarded resulting from this solicitation will be One (1) year with two (2) one-year renewal options. Any contract renewal or extension may be subject to approval by the HCC 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 proposers, 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. Conflict of Interest

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

10. Small Business Development Program (SBDP)

The Contractor hereby agrees to attain small business participation in the amount of ____% of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Exhibit ____, 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.

11. Small Business Compliance

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

12. Prime Contractor/Contract for Services

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

13. 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.

14. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained in Exhibit H.

15. 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.

16. 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.

17. 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.

18. 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:

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

Contractor:

ATTN: _____

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
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 08-15 and the applicable purchase order number.

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

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. Appropriated Funds

The purchase of any service or product under this contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to cancel this contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel this contract by giving the Contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of this 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. HCC's fiscal year begins on September 1 and ends on August 31st.

22. 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.

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

Project No. 08-15

Proposer _____

Address _____

Phone _____ Fax Number _____

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

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

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

Signature of Proposer

Title

Date

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

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

_____, certify that on the date(s) shown, the small businesses listed herein were
 (Name of proposer's company) contacted to solicit Proposals for Materials or Services to be used
 on Project #08-15

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

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

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

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

Signature: _____

ATTACHMENT NO. 7 SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE

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

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 08-15**

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR AND FIRST TIER SUBCONTRACTOR PARTICIPATION FORM

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

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

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

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

ATTACHMENT NO. 9

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 10

CERTIFICATION AND DISCLOSURE STATEMENT

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

If an individual:
Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 200█

Notary Public for the State of: _____

ATTACHMENT NO. 11

AFFIDAVIT FORM

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 200█.

Notary Public for the State of: _____

ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

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

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

TYPE OF ORGANIZATION

- Individual Sole Proprietorship
 Partnership Corporation, Incorporated in _____

Federal Employer Identification Number _____
 (Note: please refer to Attachment No. 14, Vendor Application Instructions)

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.

	Name of Firm	Address	Point of Contact	Telephone #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 200 

Notary Public _____

for the State of: _____

ATTACHMENT NO. 13

ASSURANCE OF SBDP GOAL

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND 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 = _____%

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

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

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14

VENDOR APPLICATION INSTRUCTIONS

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

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

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

ATTACHMENT NO. 15
INSURANCE REQUIREMENTS

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract Auctioneering and Temporary Warehouse Storage Services, HCC Project No. 07-16:

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

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

2. Automobile Liability:

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

3. Workers Compensation:

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

The following endorsements and other stated information are required on the Original Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;
- The assigned Project No. and/or Purchase Order Number.

The Original Certificate of Insurance shall be mailed to Houston Community College System Risk Management Office Post Office Box 667517 (MC-1119), Houston, Texas 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of written purchase order or some other duly executed contract document.

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.</p> <p>By Law this questionnaire must be filled with the records administrator of the local government 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 76.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1. Name of person doing business with local government entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previous questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to the expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10% or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. _____ Date
Signature of person doing business with the government entity



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

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

EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION

EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE
FIRST TIER SUBCONTRACTOR PAYMENT CERTIFICATION FORM**

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

PROJECT NO./TITLE: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

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

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

for work performed during _____ under Contract/Project No. _____
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT H
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

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

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

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
 (Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____