

**Houston Community College System
Procurement Operations**



**HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS (RFP)
FOR
WIDE AREA NETWORK UPGRADE SERVICES
PROJECT NO. 07-03**

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Proposed/Sample Contract Documents

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HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date: September 29, 2006
Project Title: Wide Area Network Upgrade Services
Project No.: 07-03

ISSUED BY:

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

SUBMIT INQUIRIES TO:

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

Project Overview

Houston Community College System ("HCC") wishes to upgrade the infrastructure used for wide area network voice and data services. Current wide area network services are provided AT&T Communications. The network links 24 campuses in the Houston area to the Administrative Building on 3100 Main Street using a variety of ATM connections and T1 lines. The goals of the project are to improve the performance of the network, add new features that will support the instructional mission of HCC, and provide the scalable bandwidth necessary to support future growth.

The wide area network project will consist of replacing existing ATM, DS-3, and T1 lines with an all IP based wide area network. The WAN network project is divided into two phases. In Phase I, existing sites will be upgraded. In Phase II, sites associated with the Capital Improvement Project (CIP) will be added to the network. This solicitation seeks proposals from service providers to engineer and implement these network services.

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:

A pre-proposal conference will be held in Seminar Room C (2nd Floor), 3100 Main Street, Houston, Texas 77002 on October 9, 2006 at 10:00 a.m. (local time).

Proposal Due Date/Time:

HCC will accept proposals to provide Wide Area Network Upgrade Services until 4:00 p.m. (local time) on October 31, 2006. Proposals will be received in Procurement Operations, 3100 main Street, (11th Floor Vendor Room # 11A06), Houston, Texas, 77002.

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 reject any/all proposal submittals, negotiate changes in the scope of work or services to be provided, and to waive any technicalities or irregularities in any proposal submission documents. This solicitation does not in any way obligate HCC to select a particular Wide Area Network provider for any of the projects listed in this solicitation.

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.

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Wide Area Network Upgrade 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 eight (8) 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. 07-03
Wide Area Network Upgrade Services
Attn: Pam Ferreira

3. **Eligibility for Award:**

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.

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.

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.
- Have a satisfactory record of successfully completing projects.

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:

- **Letter of Interest:**

The letter shall not exceed 2 pages in length, summarizing key points in the proposal. The technical proposal shall be in the form of a bound 8-1/2 inch by 11-inch report with a table of contents and all pages numbered in sequence. Binding must allow reports to lay flat when open and may be either “portrait” or “landscape” with binding on the left long or short side. The technical proposal should contain at least the following information in the following order:

1. Cover sheet containing the project title and HCC assigned project number, and the name of the lead firm(s) submitting the proposal;
2. Table of Contents;
3. Letter of Interest (2 page maximum);
4. Firm Profile;
5. Related College Project Experience. Indicate if firm was the prime or the subcontractor on project. Identify firm’s role;
6. Proposed staff and team composition including resumes and organizational charts;
7. Financial Statements (last 2 years);
8. Letter(s) of Recommendation from college or other education clients listing recently completed projects;
9. Small Business participation commitment statement;
10. Experience with multiple projects on the same site;
11. Firm’s commitment in providing HCC students with paid internship opportunities.

B. Qualifications:

(1) Contractors are to submit qualifications information on staff and sub-contractor staff to validate experience in:

- WAN configuration and implementation
- Routing and VLAN implementation
- IP address planning
- Procurement, installation, testing, and maintaining data networks.

(2) Contractors are to submit resumes of key staff who will actually work on the project.

C. Managed Services:

Respondents must include a “Managed Service” offering that includes the following:

- **Trouble Dispatch:** WAN services shall be provided with 24 x 7 trouble dispatch, with minimum two hour response and four hours on-site for problems and equipment repair. The services shall be provided within the final SLA to provide HCC with a guaranteed performance and minimum downtime.
- **Network Monitoring:** This service shall include viewing and monitoring capabilities that, at a minimum, provide circuit utilization statistics for individual links, and shall also provide the ability to view link status. NOTE: HCC will not maintain, repair or configure the electronics or network.
- **Service-Level Agreement:** The Contractor shall provide a performance Service Level Agreement (SLA) on all services proposed as part of the WAN solution to HCC. The SLA will apply collectively and individually to all eligible locations being provided services under this agreement. The service provider shall provide a negotiated performance SLA that will address service credits for the following minimums: MTTR>4 hours over a billing period (monthly); network availability < 99.90% over a billing period (monthly), or no more than 0.73 hours downtime monthly. Contractors should submit their standard SLA with the bid response, clearly delineating how the contractor will meet the stated minimum performance SLA requirements. Contractors are encouraged to propose higher levels of performance in their performance SLAs.

D. Project Management:

A detailed project plan is to be submitted with the proposal response identifying milestones leading up to and including a go-live target date. The project plan should contain sufficient milestones for measuring interim progress, allowing for identification of potential delay such that contingency plans can be discussed by the Contractor with HCC that can put the overall project back on schedule.

Sufficient planning should be presented in the proposal response and project plan that demonstrates the capability of the Contractor for developing, presenting, and discussing contingency efforts at project status meetings, efforts that can make up for interim delays and complete the total installation of all service(s) to all locations by the “dropdead” dates listed in the submitted and approved MS Project schedule.

HCC requires a single project point of contact regardless of the number or type of subcontractors or partners.

Provide information on any proposed sub-contractors and their rolls on the project.

E. Test and Acceptance:

The proposal must include a detailed test and acceptance plan. This plan must include the expected roles and involvement of the selected Contractor, the hardware supplier, and HCC technical staff.

F. References:

(1) HCC requires the selected Contractor to be qualified in the following areas:

- Network Integration Capabilities
- Financial Stability
- Technical Competencies
- Proven ability to design and implement complex systems.

(2) Proposers shall submit a minimum of three (3) references for similar WAN projects, including phone number of contact, contact name and title, description of the project, services provided, topology implemented, term of services, dates of service provided, and other relevant information. References from Community College, Universities, K-12 school districts, or other educational projects are preferred but are not required.

G. Price Proposal: (Cost Template Spreadsheet: See Attachment 2)

The price proposal shall be completed and clearly identified as such in the technical proposal documents.

HCC is seeking two (2) separate price proposals as part of the solicitation:

- 1) A price proposal that reflects a three (3) year contract term.
- 2) A price proposal that reflects a one (1) year contract term with two (2) one-year renewal options.

HCC seeks to establish a price today for enhanced services that it may need tomorrow, without rebidding the resulting contract. For example, a campus/college school that seeks a 100 Mbps connection today may require a 200 Mbps connection in three years, before the expiration of the contract term. Proposers should propose the price that HCC would have to pay for such “forklift” upgrades through 200 Mbps. Include in Attachment 2 pricing for each additional 10 Mbps of bandwidth over and above the initial design cost. If the Proposer has a different pricing model, the Proposer must provide this pricing detail in a table format that will include the total additional cost for each site from the initial design rate through 200 Mbps in 10 Mbps increments.

The proposed pricing model must include any and all maintenance costs for the proposed service as required to meet all of the parameters specified in the scope of services and other requirements of this solicitation.

The proposed pricing model must include the ability for HCC to add or remove sites based solely on the business needs of HCC without penalty and without affecting the contract price for individual sites.

The proposed pricing model must also provide for a technology upgrade option which will permit HCC to change to a new technology offering from the selected Proposer without penalty.

5. Selection Requirements and Process:

An Evaluation Committee (“Committee”) shall review all proposals to determine which Proposers have qualified for consideration according to the criteria stated herein. The committee’s evaluations shall 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.

Respondent must have experience in Wide Area Network Upgrade projects (or equivalent) that are comparable in size, scope, and complexity to the Scope of Services generally described in Attachment No. 3 of this solicitation.

Respondent must be financially responsible, as determined by the evaluation committee, and be able to and willing to indemnify HCC and secure insurance and bonds as required in the solicitation documents.

Respondent must have experience in successfully completing projects.

6. Evaluation Criteria

The respondent’s qualification submissions shall be evaluated in the following areas:

A. Product Fit with HCC requirements

- Network Architecture
- Guaranteed Bandwidth
- Bursting
- Scalability

B. Maintenance and Support Services

- Trouble Dispatch
- Network Monitoring
- Service-Level Agreement

C. Price Proposal

D. Implementation Plan and Services

- Plan and experience in Network Integration.

E. Experience in working with Educational Institutions

- Provide a minimum of three Educational Institution References on previous installations.

7. Selection Criteria:

Selection of the most qualified firm(s) will be made on the basis of demonstrated competence and qualifications to perform the required services. The factors to be used in the evaluations process are listed below. **NOTE:** Each weight shall be applied to the corresponding factor and may not reflect the overall available points.

| <u>Factor</u> | <u>Weight</u> |
|--|---------------|
| • Product fit with HCC requirements | 25% |
| • Maintenance and Support Services | 25% |
| • Price Proposal | 30% |
| • Implementation Plan and Services | 10% |
| • Experience working with Education Institutions | 10% |

Total Weight: 100%

8. 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.

9. 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.

10. Explanation to Proposers/Inquiries

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 ten (10) business 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. Inquiries concerning this Request for Proposal will be addressed only when submitted in writing. Written inquiries must be submitted no later than October 16, 2006 @ 4:00 p.m. (local time) and shall be addressed to:

Houston Community College System
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Reference: Project No. 07-03
Wide Area Network Upgrade Services
Email: pam.ferreira@hccs.edu
Fax: (713) 718-2113
Telephone: (713) 718-5003

HCC responses to written inquiries will be sent by e-mail or fax to all firms who register with HCC before or at the pre-proposal meeting. HCC responses will also be posted on the HCC procurement operations website (www.hccs.edu) Click business, Click vendor info, Click bids/proposals, Click Project # 07-03.

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

- A. The Houston Community College (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 a **Best Effort** 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.

12. **Internship Program**

The Houston Community College (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 Proposer will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected Proposer 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.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Wide Area Network Upgrade Services
Project No.: 07-03

In compliance with the requirements of this Request for Proposals for Wide Area Network Upgrade 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. 07-03, Wide Area Network Upgrade Services

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 _____, 2006

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

PRICE PROPOSAL FOR WIDE AREA NETWORK UPGRADE SERVICES

The Proposer/Contractor shall furnish all resources and services necessary and required to perform the Wide Area Network Upgrade Services in accordance with the scope of services and the general terms and conditions of the proposed contract for the price(s) listed below. The cost of any hardware that is required to deliver the service must be included in the monthly cost. The following table indicates the format in which pricing proposals shall be submitted.

Phase 1 – WAN Services for existing facilities

| Site | Bandwidth | Proposed Recurring Monthly Cost | Proposed Installation Cost | Proposed Cost for Each Additional 10 Mbps |
|------------------------------|------------------|--|-----------------------------------|--|
| Greenbriar | 30MB | \$ | \$ | \$ |
| Katy Mills | 10MB | \$ | \$ | \$ |
| Crites | 10MB | \$ | \$ | \$ |
| Adult Education | 10MB | \$ | \$ | \$ |
| Westgate Dr. | 30MB | \$ | \$ | \$ |
| Child Care | 10MB | \$ | \$ | \$ |
| South / 288 | 30MB | \$ | \$ | \$ |
| Northline | 30MB | \$ | \$ | \$ |
| Transportation | 10MB | \$ | \$ | \$ |
| Westgate | 100MB | \$ | \$ | \$ |
| Alief | 30MB | \$ | \$ | \$ |
| Bluebonnet | 30MB | \$ | \$ | \$ |
| Gulfton | 10MB | \$ | \$ | \$ |
| Missouri City | 30MB | \$ | \$ | \$ |
| West Loop | 30MB | \$ | \$ | \$ |
| Pinemont | 30MB | \$ | \$ | \$ |
| Town & Country | 30MB | \$ | \$ | \$ |
| Coleman | 30MB | \$ | \$ | \$ |
| Central | 30MB | \$ | \$ | \$ |
| Stafford | 100MB | \$ | \$ | \$ |
| Eastside | 30MB | \$ | \$ | \$ |
| Codwell | 30MB | \$ | \$ | \$ |
| 811 Dallas | 30MB | \$ | \$ | \$ |
| Education Development Ctr. | 10MB | \$ | \$ | \$ |
| Primary Internet @ 3100 Main | 100MB | \$ | \$ | \$ |
| Backup Internet @ Codwell | 100MB | \$ | \$ | \$ |
| System Office (Data Center) | TBD by Vendor | \$ | \$ | \$ |

TOTALS \$ _____ \$ _____

*** NOTE: Also See Page 7, Paragraph G, entitled Price Proposal**

While HCC does not require immediate service for the following new buildings in Phase II, Proposers should provide information whether service is available to meet HCC requirements and the projected costs. The cost of any hardware that is required to deliver the service must be included in the monthly cost. The following table indicates the format in which pricing proposals shall be submitted.

Phase II – WAN Services for new buildings

| Site | Bandwidth | Proposed Recurring Monthly Cost | Proposed Installation Cost | Proposed Cost for Each Additional 10Mbps |
|----------------------------|-----------|---------------------------------|----------------------------|--|
| Southeast Learning Hub | 30MB | \$ | \$ | \$ |
| Drennan | 30MB | \$ | \$ | \$ |
| Southeast Workforce | 30MB | \$ | \$ | \$ |
| Missouri City Academic Ctr | 30MB | \$ | \$ | \$ |
| Stafford Learning Hub | 30MB | \$ | \$ | \$ |
| Hayes Road | 30MB | \$ | \$ | \$ |
| Northeast Learning Hub | 30MB | \$ | \$ | \$ |
| Northline Campus | 30MB | \$ | \$ | \$ |
| Public Safety Institute | 10MB | \$ | \$ | \$ |
| Central Learning Hub | 30MB | \$ | \$ | \$ |

TOTALS \$ _____ \$ _____

*** NOTE: Also See Page 7, Paragraph G, entitled Price Proposal**

ATTACHMENT NO. 3

SCOPE OF SERVICES

For

Wide Area Network Upgrade Services

Project No. 07-03

1.0 Scope

- 1.1 This scope of service covers the requirements for the Proposer to furnish all necessary and required resources to upgrade the infrastructure used for Wide Area Network for voice and data services for Houston Community College System ("HCC"). Services shall include design, any and all hardware and software, implementation (including any necessary construction), and project management services necessary to meet all of the project requirements.

2.0 Executive Summary

- 2.1 Houston Community College System (HCC) wishes to upgrade the infrastructure used for wide area network voice and data services. Current wide area network services are provided by AT&T Communications. The network links 24 campuses in the Houston area to the Administrative building on 3100 Main using a variety of ATM connections and T1 lines. The goals of the project are to improve the performance of the network, add new features that will support the instructional mission of HCC, and provide the scalable bandwidth necessary to support future growth.

The wide area network project will consist of replacing existing ATM, DS-3, and T1 lines with an all IP based wide area network. The WAN network project is divided into two phases. In Phase I, existing sites will be upgraded. In Phase II, sites associated with the Capital Improvement Project (CIP) will be added to the network. This RFP is being used by Houston Community College to seek proposals from service providers to engineer and implement this network.

3.0 Purpose

- 3.1 The purpose of the HCC Wide Area Network Upgrade Project is to build the infrastructure foundation to position the institution to accomplish these important objectives:
- ▶ Support instructional technologies such as video streaming on a large scale, virtual classrooms, eLearning, improved Distance Education, IP video and voice conferencing, and Voice over IP
 - ▶ To effectively use the WAN for providing quality, affordable administrative and educational content directly to staff and students
 - ▶ Create an affordable, high-quality Wide Area Network (WAN) linking the campuses to the 3100 Main System Office (the Data Center) using high-speed broadband connections
 - ▶ Support the Capital Improvement Program and the projected growth in HCC student enrollment

The project needs to satisfy the following key goals:

- ▶ Provide the necessary, scalable bandwidth to support instructional technologies for the next five years
- ▶ Convert the WAN to a Gigabit Ethernet Architecture

4.0 Current Situation

- 4.1 HCC is composed of a central office and six Colleges located in the greater Houston area. HCC gets its voice and data carrier services from AT&T (SBC Communications). The data services are provided at a discounted rate via state regulated prices as mandated by Texas House Bill 2128 in 1995. HCC has recently signed a one year extension to the contract with AT&T for Gigabit, ATM and DS3 services.
- 4.2 The existing Wide Area Network (WAN) is a star topology and consists of a mix of ATM networks serving six of the larger campuses with a backup Internet connection; a DS-3 serving one campus; and one or two T-1 lines serving all other campuses based on bandwidth requirements. A separate Gigabit line with a 50Mb port serves the internet.
- 4.3 The College is constrained by network bandwidth in meeting its educational mission. The college faces increasing enrollments and new requirements in the educational mission that the existing network infrastructure cannot support. These are articulated in the Purpose section above.
- 4.4 HCC will soon begin a major building initiative. New, newly acquired, and renovated buildings will be added to the College network. Over the next several years the teaching space will roughly double. HCC must create a network architecture strategy to enable a timely and effective planning effort for utilization of the new buildings. HCC also needs to provide the network infrastructure necessary to support the anticipated teaching mission of the institution.

5.0 WAN Site Locations

- 5.1 Sites to be included in the WAN project are listed below in the Phase I and Phase II sections. Responding Proposers are required to include all requested sites in their response. For the base bid, HCC will receive 100 Mbps guaranteed bandwidth from the Internet Service Provider (ISP) to its main location at 3100 Main and alternate ISP site. Each campus will be offered up to 100 Mbps guaranteed bandwidth.

PHASE I:

The table below lists the sites included in Phase I of the project. The table also provides the minimum bandwidth requirements for all locations in Phase I. To accommodate bandwidth growth on the WAN; HCC is seeking a scalable service technology with appropriate scaling options in the pricing, starting at 10 Mbps in regular intervals through 200 Mbps service. The bandwidth requirements for this purpose are included in the table.

The current HCC sites are:

| SITE | REMOTE SITE ADDRESS | BANDWIDTH |
|--------------------------------|----------------------------|------------------|
| GREENBRIAR | 13645 Murphy Rd | 30 MB |
| KATY MILLS | 25403 Kingland Blvd | 10 MB |
| CRITES | 4627 Crites | 10 MB |
| ADULT EDCN | 3821 Caroline | 10 MB |
| WESTGATE DR | 1550 Fox Lake Dr. | 30 MB |
| CHILD CARE | 4115 Caroline | 10 MB |
| SOUTH/288 | 1990 Airport Blvd | 30 MB |
| NORTHLINE | 401 Northline Mall | 30 MB |
| TRANSPORTATION | 4638 Airline | 10 MB |
| WESTGATE | 1550 Foxlake | 100 MB |
| ALIEF | 13803 Bissonnet | 30 MB |
| BLUE BONNET | 4010 Bluebonnet | 30 MB |
| GULFTON | 5407 Gulfton | 10 MB |
| MISSOURI CITY | 1681 Cartwright | 30 MB |
| WESTLOOP | 5601 West Loop South | 30 MB |
| PINEMONT | 1265 Pinemont | 30 MB |
| TOWN & COUNTRY | 1010 W. Sam Houston | 30 MB |
| COLEMAN | 1900 Galen Drive | 30 MB |
| CENTRAL | 1300 Holman | 30 MB |
| STAFFORD | 9910 Cash Road | 100 MB |
| EASTSIDE | 6815 Rustic | 30 MB |
| CODWELL | 555 Community College Dr. | 30 MB |
| 811 Dallas | 811 Dallas | 30 MB |
| Educational Development Center | 3214 Austin | 10 MB |
| Primary Internet @ 3100 Main | TO VERIO | 100 MB |
| Backup Internet @ Codwell | TO VERIO | 100 MB |
| System Office (Data Center) | 3100 MAIN | TBD |

Phase II: Location Additions

The 2004 Houston Community College System Capital Improvement Program (CIP) will add or renovate 12 buildings on seven different campus sites. These new and renovated buildings will come on line in the next 18 to 24 months. The table below lists those sites and the minimum bandwidth requirements at each site. To accommodate bandwidth growth on the WAN, HCC is seeking a scalable service technology with appropriate scaling options in the pricing, starting at 10 Mbps in regular intervals through 200 Mbps service. The bandwidth requirements for this purpose are included in the table.

| SITE | REMOTE SITE ADDRESS | BANDWIDTH |
|-------------------------------|--|-----------|
| SE Learning Hub | 6815 Rustic | 30 MB |
| Drennan | 310 N. Milby | 30 MB |
| Southeast Workforce | 6815 Rustic | 30 MB |
| Missouri City Academic Center | 8415 ½ Sienna Springs Blvd, Missouri City | 30 MB |
| Stafford Learning Hub | 10141 Cash Road | 30 MB |
| Hayes Road | 2811 Hayes Road | 30 MB |
| NE Learning Hub | 555 Community College Dr. | 30 MB |
| Northline Campus | 4400 North Freeway | 30 MB |
| Public Safety Institute | 555 Community College Dr. | 10 MB |
| Central Learning Hub | 1300 Holman Street | 30 MB |

6.0 Required Services

- 6.1 **Architecture:** The network shall be an Ethernet-based Layer 2 IP solution, delivering Layer 2 IP packets between source and destination, without regard to content, layer 3 and higher protocols. Although the initial design will provide connectivity between 3100 Main (the Data Center) and each of the other sites (excluding the Backup Internet connection at Codwell), the network shall support the capability of future connections between sites without installing additional hardware or local loops at the sites.
- 6.2 **Guaranteed Bandwidth:** The proposed WAN transport services must provide guaranteed bandwidth but need not be dedicated private lines.
- 6.3 **Bursting:** Does the proposed solution allow bursting above contracted data rate? If so, what are the cost and technical implications of this?
- 6.4 **Transport medium:** The transport medium may be any medium that meets architecture, performance, connectivity, speed and service level requirements.
- 6.5 **Scalability:** HCC requires the delivery of scaleable, flexible, and upwardly mobile Ethernet-based IP connectivity and services. New facilities should not have to be constructed to upgrade services in future years of the contract.
- 6.6 **Availability:** A highly reliable and highly available network is required. *Network availability on the backbone and the network 'cloud' of at least 99.9 percent is required; this translates to 8.76 hours of down time a year or less; the final SLA shall include and provide for penalties and/or credits for any downtime more than 0.73 hours per month, except for scheduled outages and scheduled maintenance on the backbone network.*
- 6.7 **Applications Support:** The network shall be designed to support future high-performance and bandwidth-interactive applications such as VoIP, voice and video, video over IP, interactive video conferencing, and graphical image exchange.

7.0 **Project Management**

7.1 The Proposer shall attend regularly scheduled project status meetings between the Proposer's project manager and HCC staff. At a minimum, these project status meetings are to occur on the date(s) associated and identified with each of the key milestones in the submitted project plan; the Proposer may propose more frequent meetings, such as weekly or monthly. At each project status meeting, the Proposer's project manager is to give a detailed verbal report with a summary written report of the current status of all project milestones and identification to HCC of any problems or potential problems that might delay overall project completion on schedule.

8.0 **Installation requirements**

8.1 **Installation:** All permits, pole rentals, tower rentals, right of ways, licenses, agreements, site surveys, engineering, design planning, make-ready, applications, all other appurtenances, and inspections required for the installation of new facilities required for service delivery are the sole responsibility of the Proposer and shall be furnished at the Proposer's expense.

8.2 **Debris:** The Proposer shall remove any debris associated with the installation at all new facilities and return the surrounding area to its previous condition.

8.3 **HCC Operations:** HCC operations shall not be disrupted during normal college hours; all network cutovers must be performed after normal school hours or on the weekends to avoid disruption to students and staff. All work areas and materials shall be secured in a safe environment maintained for students and staff.

8.4 **Codes:** All inside and outside work shall meet all local codes, ordinances and guidelines for installation.

8.5 **Coordination:** The installation of the WAN will be performed in conjunction with a separate but related project to replace all WAN routers. The Proposer will be required to coordinate all installations with the router hardware Proposer with regard to the installation schedule, testing, and acceptance. The intent of this coordination is to have each site's new WAN facility delivered so as to minimize the overlap time of the new facility with the existing WAN facility it is replacing.

9.0 **Deliverables**

9.1 **Project Plan:** The Proposer shall provide a detailed project plan identifying milestones leading up to and including a go-live target date. The project plan must be coordinated with HCC's Proposer that will be installing the network hardware that will work with and be connected to the new WAN services. The project plan shall contain sufficient milestones for measuring interim progress, allowing for identification of potential delay such that contingency plans can be discussed by the Proposer with HCC that can put the overall project back on schedule.

9.2 **Project Management and Progress Reports:** The Proposer shall provide a project manager that serve as a single point of contact and will utilize the approved project plan to manage the installation of the new WAN services. The project manager will conduct and participate in regular project meetings with HCC and the network hardware Proposer to ensure that the project remains on schedule. The Proposer shall also provide weekly progress reports.

9.3 **WAN Services:** The Proposer shall provide the WAN services specified in this RFP in accordance with the schedule that will be jointly developed and agreed to by the Proposer and HCC.

10.0 **Acceptance of Services**

10.1 The Director of Infrastructure and System Support or his designee is responsible for accepting services covered by this scope of services.

ATTACHMENT NO. 4

PROJECT NO. 07-03

HOUSTON COMMUNITY COLLEGE SYSTEM

DETERMINATION OF GOOD FAITH EFFORT

Qualifier _____

Vendor Identification Number _____

Address _____

Phone _____ Fax Number _____

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

- _____ (1) Whether the Qualifier 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 Qualifier divided the work into the reasonable portions in accordance with standard industry practices.
- _____ (3) Whether the Qualifier documented reasons for rejection or met with the rejected small business to discuss the rejection.
- _____ (4) Whether the Qualifier negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

Signature of Qualifier

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. 07-03

| 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 Qualifiers documents for Waiver of small business participation.

Signature: _____
 (Qualifier)

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

Note: Proposers 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 System
Economic Development Office
Post Office Box 667517
Houston, TX 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> |
|---|---------------------------------|--|
| <input type="checkbox"/> African American (AA) | <input type="checkbox"/> Male | <input type="checkbox"/> Houston (H) |
| <input type="checkbox"/> Asian Pacific American (APA) | <input type="checkbox"/> Female | <input type="checkbox"/> Texas (T) |
| <input type="checkbox"/> Caucasian (C) | | <input type="checkbox"/> Out of State (O) |
| <input type="checkbox"/> Hispanic American (HA) | | Specify State _____ |
| <input type="checkbox"/> Native American (NA) | | <input type="checkbox"/> Public Owned (PO) |
| <input type="checkbox"/> Other (O) Specify _____ | | |

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 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.

| 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: _____

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 _____
(enter state)

sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2006

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 _____
(enter state)

Sworn to and subscribed before me at _____,
(enter address/state)

_____, this the _____ day of _____, 2006.

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? _____ 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 _____

Is firm aware of any HCC employee, or official that may benefit directly or indirectly, as a result of the firm responding to this solicitation? **Circle Yes or No** If yes, please explain:

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

Example: Newspapers (Houston Chronicle, El Dia, 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 _____
(enter state)

Sworn to and subscribed before me at _____
(address/state)

Texas, this the _____ day of _____, 2006

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 = **“Best Effort”**

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

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC’s Chancellor or the duly authorized representative, the 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 VENDOR APPLICATION

The 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 the Houston Community College System. 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

**HOUSTON COMMUNITY COLLEGE SYSTEM
INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor is required to carry for Wide Area Network Upgrade Services, Project No. 07-03:

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, Legal Liability | \$1,000,000 CSL |
| 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 | |

4. Professional Liability:

| | |
|----------------------|------------------|
| Occurrence/Aggregate | \$1,000,000. CSL |
|----------------------|------------------|

4. Umbrella Liability:

Umbrella Liability with a minimum limit of \$1,000,000. CSL

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Workers' Compensation;
- Waiver of Subrogation added by endorsement 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, TX 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of a written purchase order or some other duly executed contract document.

**Houston Community College System
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM
PROPOSED/SAMPLE CONTRACT DOCUMENTS
FOR
WIDE AREA NETWORK UPGRADE SERVICES
PROJECT NO. 07-03**

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 ____ year time period, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of this contract. 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 Proposer shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the Proposer 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 Proposer, by giving thirty (30) calendar days written notice thereof to the Proposer.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Proposer, if the Proposer 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 Proposer, 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 Proposers from current and future consideration for participation in HCC orders and contracts.

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

The Proposer hereby agrees to attain a “**best effort**” goal for Small Business on this contract. The Proposer agrees to enter into agreements for the Work identified in Attachment No. 7, entitled Proposer and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Proposer’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 Proposer shall meet with the procurement and small business staff members 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 Paragraph 9 above.

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 Proposer’s cost and/or the time for performance, the Proposer shall so notify HCC in writing within ten (10) calendar days from the date of the Proposer’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 Proposer agrees to comply with the insurance requirements contained herein, if any.

13. **Indemnification**

The Proposer 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 Proposer, its agents, servants and employees in the performance of the Contract.

14. **Independent Contractor**

It is agreed and understood that the Proposer shall be deemed to be an independent Proposer in all its operations and activities hereunder; that the employees furnished by the Proposer to perform the services required by the contract shall be deemed to be Proposer's employees or independent subcontractors; that Proposer's employees shall be paid by the Proposer; that Proposer 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 Proposer 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 Proposer shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess or \$25,000.00.
- B. The Proposer 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 Proposer until properly executed bonds are received and accepted by Houston Community College System, Purchasing Department.

18. **Internship Program**

The Proposer 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 Proposer with the name of student(s) eligible to participate in the internship program. The Proposer shall pay the student(s) at least the minimum wage required by law.

19. **Invoicing and Payment**

The Proposer 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. 07-03 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 Proposer's payment in the mail or the date on which an electronic transfer of funds occurs.

20. **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 Proposer, 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.

21. **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.

22. **Drug Policy**

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

23. **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 _____

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

Project No. _____

(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

**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.
(Prime Contractor)

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

HOUSTON COMMUNITY COLLEGE SYSTEM INSURANCE REQUIREMENTS

The following coverage and limits are the minimum limits that the Contractor is required to carry for Wide Area Network Upgrade Services, Project No. 07-03:

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, Legal Liability | \$1,000,000 CSL |
| Medical Expense | \$5,000 Per Person |

6. Automobile Liability:

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

7. Workers Compensation:

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

4. Professional Liability:

| | |
|----------------------|------------------|
| Occurrence/Aggregate | \$1,000,000. CSL |
|----------------------|------------------|

8. Umbrella Liability:

| | |
|--|------------------|
| Umbrella Liability with a minimum limit of | \$1,000,000. CSL |
|--|------------------|

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Workers' Compensation;
- Waiver of Subrogation added by endorsement 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, TX 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of a written purchase order or some other duly executed contract document.