

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSAL (SERVICES) OPEN EDUCATIONAL RESOURCES COURSEWARE SUPPORT FOR Z-DEGREE RFP NO.: 20-45

ISSUED BY:

Procurement Operations Department

PROCUREMENT OFFICER:

Marilyn Vega, /Sr. Buyer

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E-Mail: marilyn.vega@hccs.edu

FOR:

Instructional Services Department

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:

Tuesday, August 4, 2020 by 2:00 p.m. (local time)

at

Houston Community College at 3100 Main
Street, Houston, Texas 77002

Ref: RFP 20-45 Open Educational Resources Courseware Support
for Z-Degree

DUE TO THE CURRENT COVID-19 PANDEMIC, AND TO LIMIT THE EXPOSURE OF HCC EMPLOYEES AS WELL AS EMPLOYEES OF OUR LOCAL MAIL, COURIER AND DELIVERY SERVICE COMPANIES, HCC WILL ACCEPT ELECTRONIC SUBMISSIONS OF REQUESTS FOR PROPOSAL. PLEASE REFER TO INSTRUCTIONS FOR ELECTRONIC SUBMISSION CONTAINED IN THIS RFP.

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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Attachment No. 1	Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer’s Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

Exhibit Number	Exhibit Title
Exhibit No. 1	Master Service Agreement
Exhibit No. 2	Information Technology Addendum To Agreement

NOTE: All noted Attachments are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
RFP released and posted to HCC’s & ESBD’s websites	July 2, 2020
Virtual Pre-Proposal Meeting (Non-Mandatory)	July 14, 2020 at 10:00 a.m.
Deadline to receive written question/inquiries	July 17, 2020 by 2:00 pm (local time)
Proposal Submittal Due Date	August 4, 2020 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	September 2020

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on Procurement Operations web site for your convenience.

Section 1 – Project Overview & Scope of Services

1. Project Overview

The Houston Community College, (“HCC” or “College”) seeks proposals from qualified firms to provide a technology platform to support the use of Open Educational Resources Courseware Support for Z-Degree (OER) in accordance with the scope of services noted below. Qualified respondents are invited to submit a written response outlining your qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

1.1 Background Information

House Bill 3652, passed by the 86th Texas Legislature, Regular Session, and codified as TEC 61.0670, mandates the creation of a state repository for Open Educational Resources (OER) which is a teaching, learning, or research resource that is in the public domain or has been released under an intellectual property license that permits the free use, adaptation, and redistribution of the resource by any person. The term may include full course curricula, course materials, modules, textbooks, media, assignments, software, and any other tools, materials, or techniques, whether digital or otherwise, used to support knowledge. (TEC, Section 51.451 (4-a)).

Houston Community College created the Z-Degree which is a major initiative supported by the Board of Trustees, Chancellor, and Vice-Chancellor of Instruction. The goal of that initiative is to provide a degree paying for textbooks. In order to achieve this end, instructors participating in the Z-Degree use OER.

1.2 Pre-Proposal Conference

A virtual online pre-proposal conference meeting will be held as indicated in the Solicitation Schedule above. Attendance at this conference is not required but is encouraged. Any questions in connection with this RFP will need be submitted in writing via email. Proposers who may not have the capability to view remotely, may call in and are encouraged to submit questions in writing. The College intends to present general information, which may be helpful in the preparation of proposals. (See instructions below)

1.3 Contract Term

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year with the option to renew for two (1) one-year term. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

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HOUSTON COMMUNITY COLLEGE RFP 20-45
OPEN EDUCATIONAL RESOURCES COURSEWARE SUPPORT
FOR Z-DEGREE

PRE PROPOSAL WebEx MEETING 10:00 a.m., July 14, 2020

Please enter your name and Company name when joining the meeting. We will open the meeting a few minutes early. We expect a number of vendors so please join and sign in early.

WebEx Meeting information

Meeting will open early and start promptly at 9:55am

Agenda:

- Introductions of those HCC staff present or on the phone
- Any announcement concerning the RFP 20-45 content or calendar
- General Scope and bid submission process
- Content Q & A session

Vendor WebEx Mtg. RFP 20-45 OPEN EDUCATIONAL RESOURCES COURSEWARE SUPPORT FOR Z-DEGREE

When it's time, join your Webex meeting here.

Meeting number (access code): 120 590 0636

Meeting password: azGipk8wy26

[Join
meeting](#)

Tap to join from a mobile device (attendees only)
[+1-415-655-0003](tel:+14156550003).,[1205900636##](tel:+1205900636) United States Toll
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Join from a video system or application
Dial [1205900636@hccs.webex.com](tel:+1205900636)
You can also dial 173.243.2.68 and enter your meeting number.

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If you are a host, [click here](#) to view host information.

Need help? Go to <http://help.webex.com>

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2. Scope of Services

Houston Community College, ("HCC" or "College") seeks proposals from qualified firms to provide a technology platform to support the use of Open Educational Resources Courseware Support for Z-Degree (OER). HCC reserves the right to award separate contracts to multiple contractors.

2.1 Requirements of Support for OER:

- a. Courseware support that provides assessment and learning resources in support of Open Educational Resources.
- b. Create a SaaS-based web portal consisting of a website, application and database that links to existing repositories of OER.
- c. Integration with HCC's Learning Management System, minimally, a single sign-on experience for faculty and students. Best practices: gradebook integration.
- d. A catalog of electronic textbook materials that align with courses offered in HCC's Z-Degree programs.
- e. Textbook adoptions to last for a period of 3 years.
- f. Competitive cost, preferably below \$40 per student per course ("Low Cost Books" as defined by HCC's Textbook Savings program <https://www.hccs.edu/zdegree/>).
- g. Complete course tools and engagement activities with a clear focus on improving students learning outcomes.
- h. Customizability to fit needs of HCC faculty.
- i. Analytics reports for faculty on student performance and completion.
- j. Communication tools.*
- k. Accesability efforts that focus on complying with the Level AA Success Criteria set out by he W3C in theWeb Content Accessibility Guidelines 2.0 (<http://www.w3.org/TR/WCAG20/>). These criteria meet current standards defined by Section 508 of the Rehabilitation Act.
- l. Support for collaborative development of learning resources.
- m. Security check.

2.2 Staff and Faculty Support

The College requires that the selected provider will deliver technical support for implementing the software in the LMS.

2.3 Student Access and Reporting

Any content must be available without codes for the student within the Colleges Canvas. The supplier should collaborate with the College to collect and analyze adoption, activity and outcomes data for courseware used by the College in order to document the impact of use of courseware on student success and educational affordability, inform the continuous improvement of courseware content and delivery, and add to the growing body of public research and knowledge about the impact of educational practices. Courseware in the provider catalog that supports individualized student assessment should provide instructors with metrics on student engagement with the materials.

2.4 Courses in the Z-Degree –

Below is the list of courses that HCC has under Z-Degree, supplier must provide a list of their available courses.

ACCT 2301, Principles of Financial Accounting
ACCT 2302, Principles of Managerial Accounting
ARTS 1301, Art Appreciation
BCIS 1305, Business Computer Applications
BIOL 1308, Biology for Non-Science Majors I

BIOL 1309, Biology for Non-Science Majors II
CHEM 1305, Introduction to Chemistry I
CHEM 1306, Introduction to Chemistry II
ECON 2301, Principles of Macroeconomics
ECON 2302, Principles of Microeconomics

EDUC 1300, Academic Student Success
ENGL 1301, Composition I
ENGL 1302, Composition II
GEOL 1305, Environmental Science
GOVT 2305, American Government
GOVT 2306, Texas Government
HIST 1301, US History I
HIST 1302, US History II
HUMA 1301, Introduction to Humanities
MATH 1314, College Algebra
MATH 1324, Mathematics for Business & Social Sciences

MATH 1325, Calculus for Business & Social Sciences
MATH 1332, Contemporary Mathematics
MRKG 1311, Principles of Marketing
MUSI 1301, Fundamentals of Music I
PHIL 1301, Introduction to Philosophy
PHIL 2306, Introduction to Ethics
PSYC 2301, General Psychology
SOC1 1301, Introduction to Sociology
SPCH 1311, Introduction to Speech
SPCH 1321, Business & Professional Communication

2.5 SECURITY

- a. Describe the approach to security the supplier will take with this system and how the implemented security measures will maintain privacy as well as other industry standards.
- b. SOC II type II reports for third party hosting and/or equivalent audited security controls assurance documents shall be provided as a part of the solution proposal. Address the levels of security, types of access permitted, who controls security, and how security interacts with LAN and WAN security elements and data sharing transactions.
- c. Each user shall have a secure, separate login with centralized authentication to HCC's Identity Management platform.
- d. Incorporation of HCC Information Technology Contract Addendum requirements governing the confidentiality, integrity, and availability of HCC data and related information resources.
- e. Vendor agrees to complete an Application Security Assessment with HCC IT Security to validate data flows and controls prior to system implementation.

2.6 PRIVACY

The selected consultant(s) and/or contractor must adhere to federal and state laws relating to student records: the Family Education Rights and Privacy Act of 1974 (FERPA).

Section 2 – Price Proposal

1. Instructions

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

2. Total Cost

Provide a Cost per student enrollment. The Total Proposed Cost will be a firm fixed cost for the life of the contract.

Item No	Description	Quantity	Unit Price	Extended Price
1	1 Seat (per course per student)			
2	500+ Seats			
	Total enrollment (1,400 per semester)			
	Total			\$

3. Annual Cost Breakdown (license fee for required users, including maintenance and support). The Total Proposed Cost for the Monthly Cost Breakdown must be equal to the Total Cost.

4. Cooperative Contract

Please list the following information for the cooperative contract that your proposal is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	
Cooperative Contract Term	
Cooperative Contract Website link:	

5. Dedicated Staffing

Provide a detailed schedule for the dedicated staffing commitment on a monthly basis and the hourly rate by job description for each in Excel format.

6. Implementation Cost Breakdown

Provide a detailed schedule for the implementation services by task in Excel format.

7. Option to Renew (OTR) Terms (to be exercised at the sole discretion of HCC)

- a. OTR 1 (Contract Year 2) Cost per student \$_____
- b. OTR 2 (Contract Year 3) Cost per student \$_____

8. Hourly Rate Schedule

Provide an hourly rate schedule by all job descriptions being used (item – 5 Dedicated Staffing above) and noted discounts in hourly tiers for any potential additional work that may be required by HCC on an as-needed basis, for the entire contract term (including all options to renew terms).

Hourly Tiers

Tier	Hours Contracted	Tier Discount (%)
1	<100	
2	101-200	
3	201-300	
4	301-400	
5	>400	

All detailed information to be provided in Excel form including the job description and noted tiered pricing discount.

9. Price Evaluation

Price points shall be calculated based on the following formula:

Lowest Total Proposed Cost/Proposer's Total Proposed Cost X Available Price Points = Price Score.

10. Price Proposal Signature

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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Proposals Submission Instructions

HCC prefers that all responses be submitted electronically using the (Jaggaer Sciquest) eProcurement system (<https://solutions.sciquest.com/apps/Router/SupplierLogin>).

Alternatively mail your hard copy response to:

Houston Community College

Attn: Ms. Marilyn Vega - Sr. Buyer

Administration Building

3100 Main (**deliver to the loading dock located in the rear of building on Rosalie Street**)

Houston, Texas 77002

It is solely the responsibility of each bidder/proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

Bids must be received on or before the date and time specified in the RFP.

Proposers should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals. To help keep your employees, as well as, our staff safe, HCC only accepts curbside deliveries.

For courier delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street, the telephone number is 713-718-5107. It is solely the responsibility of each proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

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Section 3 – Proposal Evaluations

1. 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.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm’s Qualification and Experience (Section 4.4.c - Tab 1) and Demonstrated Qualifications of Personnel and Team (Section 4.4.d - Tab 2)	20
Proposed Approach and Methodology (Section 4.4.e - Tab 3)	20
Past Performance & References (Section 4.4.f - Tab 4)	15
Price Proposal (Section 4.4.g - Tab 5)	40
Small Business Practices (Section 4.4.h - Tab 6)	5
Total Points	100

2. 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 that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- a. Responsible proposers, at a minimum, must meet the following requirements:
 - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - iii. Have a satisfactory record of past performance;
 - iv. Have necessary personnel and management capability to perform any resulting contract;
 - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College

System; signing and submitting the proposal is so certifying to such non-delinquency;
and

- vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- d. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 5.17 - Prohibited Communications and Political Contributions.
- e. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

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Section 4 – Instructions to Proposers

1. General Instructions

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

2. Preparation and Submittal Instructions

All Attachments noted are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

3. Document Format and Content

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- c. Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic (CD or flash drive) copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.
- d. Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e. Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- a. Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
- b. The envelope containing a proposal shall be addressed as follows:
 - i. Name, Address and Telephone Number of Proposer;

- ii. Project Description/Title; Project Number; and Proposal Due Date/Time.
- c. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

4. Proposer Response

General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

- a. Cover letter
The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

- b. Table of Contents
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- c. Tab 1: Firm's Qualification and Experience
 - i. Qualifications & Experience of the Firm:
Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
 1. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
 2. Provide firm's overall ability in providing the services required in this solicitation.
 3. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.

- 4. Provide examples of your firm civic activities including awards and recognitions.

- ii. Provide a detailed list where your firm has provided services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

HCC may verify all information furnished. As a minimum, include the following per project experience:

1. Project Name, Location – Year Completed.
2. Brief project description describing your experience, work performed by your firm and work subcontracted.
3. Owner's Name, title, and current phone number.
4. Identify firm's role; completion date; and contract name(s).
5. The methods of delivery used and how the firm maintains quality control.
6. Provide documented experience in providing the types of services described herein especially related to community or junior college experience or higher education facilities experience and with regard to accomplishment of past engagements involving services of the type and kind required in this RFP. List if firm was prime or subcontractor.

d. Tab 2 – Demonstrated Qualifications of Personnel and Team

This section should discuss the proposed designated staff of the responding firm (key personnel) committed to HCC and providing the services described in this solicitation.

- i. Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized to deliver the services defined in this RFP.
- ii. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this RFP.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFP.
 2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFP.
 3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
 4. Designate the individual, who is authorized to sign and enter into any resulting contract.
 5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.
- e. Tab 3 – Proposed Approach & Methodology
This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.
- i. Proposer shall respond to all requirements and questions noted in Section 1.
 - ii. Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to HCC. List any required HCC resources or expectations needed in order to meet the proposed timeline.
 - iii. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP.
 - iv. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
 - v. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
- f. Tab 4 - Past Performance and References
This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide contact information for the list of accounts noted in Tab 1 above, HCC may verify all information furnished.
 - ii. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
 - iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP.
 - iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
 - v. Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor

directly with HCC or as a subcontractor under an engagement.

- vi. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.

g. Tab 5 – Price Proposal

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Price Proposal.

- i. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- ii. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

h. Tab 6 - Small Business Practices

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.

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- ii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the solicitation (b) a description of previous engagements where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each engagement; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this solicitation; and (d) indicate what challenges you anticipate in attaining HCC's goal.

- iii. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

- iv. Provide a reference list of all customers noted in Tab 4 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

i. Tab 7 - Firm's Financial Status

- i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
- ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

j. Tab 8 – Business Relationship Strength

"Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the contract. Respondent's Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include:

- i. your definition of a mutually successful "relationship" between your firm and HCC; and
- ii. your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of HCC, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the contract.
- iii. Student Internship: HCC is expanding its student internship program. Proposers are encouraged to describe how they envision

using HCC students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience. Proposers willing to participate in this educational enrichment opportunity should provide the following information in the proposal response:

1. Number of HCC students proposed to be used as student interns in delivering the scope of services as defined in this RFP.
2. Proposed task and objectives that HCC student interns shall perform under the resulting contract.
3. Proposed number of hours and length of engagement for HCC student interns shall perform under the resulting contract.
4. Proposed work location where HCC student interns shall perform under

the resulting contract. If not on site as part of the project team, any proposed work locations must be within Houston, Texas given student class schedules.

5. Proposed mentor/representative that will be responsible in working with and leading HCC student interns under the resulting contract.

k. Tab 9 – Required Attachments

This section shall include all Attachments noted in Section 6; all forms shall be completed, signed and submitted with Proposal. Attachments 1, 5 and 7 must be signed and notarized.

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Section 5 – General Information

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

1. General Information

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

HCC Mission - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

HCC Vision - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

2. Overview

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

HCC reserves the right to make single, multiple or no award for the services described herein and as deemed in its own best interests.

HCC reserves the right to reject any or all proposals or to accept any proposals it considers most favorable to HCC, or to waive irregularities in the Request for Proposal (RFP) and submittal process. HCC further reserves the right to reject all proposals or submittals and terminate the solicitation process or seek new proposals when such procedure is reasonably in the best interest of HCC.

This RFP solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this RFP.

All applicable attachments contained in the RFP shall be completed. Failure to do so may result in the firm's proposal or submittal being declared non-responsive to the solicitation requirements.

Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by the Evaluation Committee.

Any exceptions taken to the terms of the RFP must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions. Where exceptions are rejected, HCC may insist that the respondent furnish the services described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted

all terms and conditions to which no exceptions have been taken.

The RFP provides information necessary to prepare and submit proposals or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this request for proposals.

3. Award / Contract Approval

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this RFP.

4. Pre-Proposal Meeting

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to HCC; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

If applicable, the Pre-Proposal Meeting date and time is noted in the Solicitation Schedule (see Page 2)

5. HCC Contact

Any questions or concerns regarding this Request for Qualification shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposer restrict all contact and questions regarding this RFP to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

6. Inquiries and Interpretations

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all addenda will be posted on the HCC Website www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Contract Award Form).

7. Commitment

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated

requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

8. Acquisition from Other Sources

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies HCC may have hereunder.

9. Vendor Registration

The Houston Community College Procurement Operations Department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. 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 <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

If you do not have internet access, you are welcome to use a computer at any HCC library to access the website and register.

10. Obligation and Waivers

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

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

THIS REQUEST FOR PROPOSAL DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A

PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

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

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

HCC RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, HCC RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.

HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.

11. Contract Award

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered.

A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

12. 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 HCCs discretion.

13. 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.

14. Small Business Development Program (SBDP):

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews. For more information regarding SBE Certifications go to <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>.

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:

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

Points shall be awarded in accordance with the Proposal Response based on the prime vendor's certifications and/or commitment to small business subcontracting stated in the solicitation document and the published point scale. The points noted below are sample as aligned with the Proposal SBE Subcontracting Commitment table noted above.

A copy of the complete SBDP Procedure may be found on our [Small Business Website](#).

- a. Certified small business prime contractor – automatically eligible for maximum available SBE points. However, HCC reserves the right to deny the points, and look only to the prime contractor's use of subcontractors, if HCC, in evaluating solicitation responses, makes a determination that the prime contractor will not have a legitimate and active role in the performance of the contract;
- b. Certified small business prime contractor that meets the SBE Bonus Points subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE Bonus Points. The noted Bonus Points shall only be available when a certified SBE who is the prime contractor shall also use a certified SBE as a subcontractor. This category of points shall only be available when subcontracting opportunity is identified as noted in the published table;
- c. Non-certified small business prime contractor that meets the SBE subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE points;
- d. Non-small business prime contractor with non-small business subcontractor – no points; and
- e. Non-small business prime contractor self performing work – no points

Proposed SBE Subcontracting Commitment	Available Points	Eligibility
5% & Higher	5	Certified-SBE prime <u>or</u> Non-SBE prime using certified SBE subcontract

The ultimate decision to award Contracts will be made by the HCC Board of Trustees based on its determination of best value to HCC or otherwise in accordance with the solicitation's method of procurement.

15. 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.

16. Internship Program:

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career & Job Placement at 713-718-6485.

17. Prohibited Communications and Political Contributions:

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, respondent, 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 from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, proposer, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

18. Drug Policy:

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

19. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

20. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act

and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

21. Appropriated Funds:

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCCs fiscal year begins on September 1 and ends on August 31.

22. Conflict of Interest:

If a firm, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 6, Conflict of Interest Questionnaire Form, and Attachment No. 7, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: **Attachment No. 6 and Attachment No. 7** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

23. 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.

24. No Third Party Rights:

This Contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties

to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

25. Withdrawal or Modification:

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

26. Validity Period:

Proposals are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

27. Terms and Conditions:

HCC's General Terms and Conditions of Purchase Order dated February 9, 2020, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).

Bidders may offer for HCC's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an Indication of complete acceptance of these conditions as written.

28. Submission Waiver:

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

29. Indemnification:

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

30. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with

Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

31. Invoice:

To facilitate payment, invoices for goods or services delivered in accordance with the resulting contract and purchase order shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

32. Cooperative Purchasing Agreement:

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

33. W9 Form

Bidder shall include a W9 Form with their bid submission.
I acknowledge that a copy of my company's W9 Form has
been included with this submission.

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Section 6 – Required Attachments

Proposers shall complete all noted Attachments and submit with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

Attachment Number	Attachment Title
Attachment No. 1	Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

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**ATTACHMENT NO. 1
CONTRACT AWARD FORM
HCC PROJECT NO. RFP 20-45**

PROJECT TITLE: Open Educational Resources Coursewear Support

PROJECT NO.: RFP 20-45

Name of Bidder/Contractor: _____

Federal Employer Identification Number: _____
(Note: please refer to Section 5.9 Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Where did you learn of this RFP (please be specific): Website HCC Other _____;
 SBDP event _____; Newspaper _____; Other _____.

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the RFP response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____
Title: _____ State of: _____

Sworn to and subscribed before me at _____ (City) _____ (State)
this _____ day of _____, 2020.

Notary Public of the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 20-45**

Bidder _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Bidder to complete this form as directed below:

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 3 and No. 4)

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

Section 2.

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

_____ (1) Whether the Bidder 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 Bidder divided the work into the reasonable portions in accordance with standard industry practices.

_____ (3) Whether the Bidder documented reasons for rejection or met with the rejected small business to discuss the rejection.

_____ (4) Whether the Bidder negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Section 4

CERTIFIED SMALL BUSINESS CLASSIFICATION

Please list the small business certification type for all proposed vendors included in the proposed offer; proposer shall include the prime contractor and sub contractor details as noted below.

See Section 5.14 Small Business Development Program

Vendor Name (Prime and Subcontractor)	Certification Type	Certification Number	Certification Expiration Date

Signature of Bidder

Title

Date

Balance of page intentionally left blank.

**ATTACHMENT NO. 3
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE
 HCC PROJECT NO. RFP 20-45**

I, _____, _____, of _____
(Name) (Title) (Name of Bidder's Company)

Certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on this project.

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

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

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

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

Signature: _____

**ATTACHMENT NO. 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. RFP 20-45**

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

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

Business Name: _____ Submitted (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. 5
PROPOSER'S CERTIFICATIONS
HCC PROJECT NO. RFP 20-45**

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

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

3. ASSURANCE OF SBDP GOAL:

The undersigned certifies that he/she has read, understands and agrees to be bound by the small

business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal =

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.

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual

Have you been convicted of a felony?
YES or NO

If a business entity:
YES or NO

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

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

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

5. DISCLOSURE OF OWNERSHIP INTERESTS:

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

6. PROHIBITED CONTRACTS/PURCHASES:

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

7. HOUSE BILL 89 ACKNOWLEDMENT:

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

- 1. Does not boycott Israel currently, and
- 2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8. SENATE BILL 252 ACKNOWLEDGE:

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

9. DIVESTMENT STATUTE LISTS:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

10. CERTIFICATE OF INTERESTED PARTIES FORM

Beginning January 1, 2016, successful bidders awarded contracts that are valued at \$50,000 or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of

Trustees for approval. For a list of Frequently Asked Questions you can go to:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The form must be submitted at:

https://www.ethics.state.tx.us/whatsnew/elf_info_for_m1295.htm

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
 - *The values of the contract cannot be determined at the time the contract is executed; and
 - *any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

11. CRIMINAL BACKGROUND CHECK

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

12. DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

13. EQUAL OPPORTUNITY EMPLOYER (EOE)

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

14. NON COLLUSION STATEMENT

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee

or agent to any other person engaged in this type of business prior to the official opening of this bid.

15. DELINQUENT FRANCHISE TAXES CERTIFICATION

As required by §2252.903, Government Code, bidder's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise

taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2020.

Notary Public of the State of: _____

**EXHIBIT 1 - TO ATTACHMENT NO. 5
OWNERSHIP INTEREST DISCLOSURE LIST
HCC PROJECT NO. RFP 20-45**

Instruction: Using the following table, please fill in the names of any member of the Respondent's company who is a "Contractor" (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

Name	Title	Company Name

Company Name: _____

Authorized Company Representative: _____

Authorized Representative's Title: _____

Authorized Representative's Signature: _____

Date: _____

If **NO** Ownership Interest Discloser has been stated above, check

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO. 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 20-45**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO. 6
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. RFP 20-45**

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed.	
_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	
_____ Signature of vendor doing business with the governmental entity	_____ Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**ATTACHMENT NO. 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 20-45**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

This requirement applies to contracts with a value exceeding \$50,000.

Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____
Address: _____

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% (_____)
- Ownership interest of at least \$15,000 or more of the fair market value of vendor (_____)
- Distributive Income Share from Vendor exceeding 10% of individual's gross income (_____)
- Real property interest with fair market value of at least \$2,500 (_____)
- Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: (_____)
 - 1. Ownership interest of at least 10%
 - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
 - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
 - 4. Real property interest with fair market value of at least \$2,500 (_____)
- No individuals have any of the above financial interests (If none go to Section 4) (_____)

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (_____).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____ %, or
the value of ownership interest \$ _____ .

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes _____ No _____

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes _____ No _____

Section 3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

"NOTE: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2020.

Notary Public of the State of: _____

Exhibit 1 HCC Master Service Agreement



SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between HOUSTON COMMUNITY COLLEGE, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the **Instructional Services**, ("DEPARTMENT"), and **(NAME (PRIMARY SECOND PARTY))** with its principal place of business at **(Street Line 1(Primary Second Party)) (City Town) (State/Province) (Zip Code/Postal Code) ("Contractor")**, effective as of **(Effective Date)** ("Effective Date")

College and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, (the "Statement of Work"), attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of College.

2. Compensation.

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed **(Contract Amount)** ("Fee") during the Term. The Fee may otherwise be less **than (Contract Amount)** in the event of certain conditions as set forth in this Agreement (such as early termination of this Agreement or any other provision of this Contract that affects the Fee) so provide. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

Maximum Contract Value: The amount contained herein is the maximum contract value. If additional funding is required, it will be processed and subject to the prior written approval of the College. The delivery of any services undertaken by the Contractor requiring additional funds prior to receipt of the necessary written approval by the College will be at the Contractors sole risk and expense.

Invoicing:

Upon completion of a phase (deliverable, task, item, etc.) in a manner acceptance by College, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount,

College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

**HOUSTON COMMUNITY COLLEGE
ACCOUNTS PAYABLE DEPARTMENT
PO BOX 667460
HOUSTON, TEXAS 77266-7460**

AND VIA EMAIL - PREFERRED METHOD AT ACCOUNTS.PAYABLE@HCCS.EDU

3. Term.

This term of this Agreement shall be from **(Effective Date)** to **(Termination Date)** ("Term") unless earlier terminated in accordance with the terms of this Agreement. College will have the option to renew this Agreement for **(Renewal Number)** additional **(Renewal Term)** year terms upon providing written notice thereof to Contractor.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 Contractor warrants that it will obtain, and maintain in effect, at Contractors' sole cost and expense, all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; applicable College board policies, and relevant College procedures.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.

5.5 If Contractor owns instruction/presentation material, Contractor warrants that it is the sole owner of the instruction/presentation materials or has obtained permission from the copyright holder to use the instruction/presentation materials and has full power and authority to make this agreement; that the instruction/presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Contractor will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the instruction/presentation materials or any infringement or violation by the instruction/presentation materials of any copyright or property right; and until such claim or suit has been settled or withdrawn, the College may withhold any sums due to Contractor under this Agreement.

6. **Confidentiality and Safeguarding of College Records; Press Releases; Public Information.**

6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, "**College Records**"). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from College Records will result in Contractor's exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise previously authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that College Records are safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College's rules, policies, and procedures regarding access to and use of College's computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.

6.1.2 **Return of College Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all College Records created or received from or on behalf of College will be (1) returned to College, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any College Records, Contractor will provide College with written notice of Contractor's intent to destroy College Records. Within five (5) days after destruction, Contractor will confirm to College in writing the destruction of College Records.

- 6.1.3 **Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the Project or the engagement of Contractor as an independent contractor of College in connection with the Services or the Project, or release any information relative to the Services or the Project for publication, advertisement or any other purpose without the prior written approval of College.
- 6.1.5 **Public Information.** Contractor acknowledges and understand that College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- 6.1.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.
- 6.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Independent Contractor.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of College. Contractor will not bind nor attempt to bind College to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance.

8. Termination.

- 8.1 This Agreement may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, College shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Statement of Work, up to the date of termination.
- 8.2 Performance of this Agreement is contingent upon the availability of appropriated funds from the Texas State Legislature or allocation of funds by the HCC Board of Trustees. College shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted by the Board for the next fiscal year to continue the Agreement or funds are not appropriated by the Legislature. If funds are withdrawn or do not become available, College reserves the right to terminate the Agreement by giving the Contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation, College shall be responsible only for payment for Services performed up to the date of termination. The College fiscal year begins on September 1 and ends on August 31st.
- 8.3 This Agreement may be terminated by either Party in the event of breach of this Agreement. A breach occurs when either Party fails to perform its obligations under this Agreement or fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party

with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Agreement immediately and pursue any remedies available under law for breach of contract.

9. Indemnification.

CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD COLLEGE AND COLLEGE'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY CONTRACTOR AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.

10. Insurance.

10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

- 10.1.1 Workers Compensation: Statutory Limits
- 10.1.2 Employer's Liability: \$1,000,000 per accident and employee
- 10.1.3 Commercial General Liability (including contractual liability):
\$1,000,000 per occurrence
- 10.1.4 Product/Completed Ops: \$2,000,000 aggregate
- 10.1.5 Auto Liability: \$1,000,000 combined single limit
- 10.1.6 All other insurance required by state or federal law

10.2 All policies (except Workers' Compensation) will name College as an Additional Insured. A Waiver of Subrogation in favor of College and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to College prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against College, its agents, employees or representatives.

10.3 Verification of Insurance Coverage will be forwarded to:

Risk Management
P.O. Box 667517
Houston, TX 77266-7517

Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation, unemployment insurance and automobile liability insurance. Upon College's request, Contractor will supply evidence of such insurance to College prior to performing services.

11. Miscellaneous.

- 11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 11.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 11.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, to the extent applicable, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.
- 11.7 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*, to the extent applicable. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 11.8 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control

including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

11.9 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

11.10 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College's Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm, and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College's Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest

11.11 Waivers. The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

11.12 Notice. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to College:
Attn:
Address:

If to Contractor:
Attn:
Address:

11.13 Immunity. Nothing in this Agreement waives or alters any immunities provided College, its officers, employees, or agents under Texas or federal law.

11.14 Third Parties. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

- 11.15 Severability. Unless the basis of the bargain among the parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.
- 11.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
- 11.17 Electronic counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
- 11.18 Certifications Regarding Terrorist Organizations and Boycott of Israel. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

- 11.19 Access by Individuals with Disabilities. To the extent applicable, Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to College under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to College, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then College may terminate this Agreement and Contractor will refund to College all amounts College has paid under this Agreement within thirty (30) days after the termination date.
- 11.20 Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at College by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by College as well as any information provided by College's students and third parties to the Contractor.

To the extent applicable, Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by College policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to College within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide College with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to College in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of College with respect to the use and maintenance of Confidential Student Information. If College reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, College, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, College will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to education records for at least five years.

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Student Information received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Contractor will, within one day of discovery, report to College any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by College. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by College.

Contractor will defend and hold College harmless from all claims, liabilities, damages, or judgments involving a third party, including College's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

- 11.21 Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.
- 11.22 Assurances. **To the extent applicable** and for contracts under Title I of WIOA will assure as follows in accordance with 20 CFR 38.25:
- (i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- (A) **Section 188 of the Workforce Innovation and Opportunity Act (WIOA)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- (B) **Title VI of the Civil Rights Act of 1964**, as amended, which prohibits discrimination on the bases of race, color and national origin;
- (C) **Section 504 of the Rehabilitation Act of 1973**, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (D) **The Age Discrimination Act of 1975**, as amended, which prohibits discrimination on the basis of age; and
- (E) **Title IX of the Education Amendments of 1972**, as amended, which prohibits discrimination on the basis of sex in educational programs.
- (ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
- 11.23 Performance Bond. To the extent applicable, in accordance with Section 2252.064, *Texas Government Code*, Contractor will provide College with a Performance Bond in the amount of \$ **(Performance Bond Amount)** for each year during the Initial Term and any Renewal Term of this Agreement. The Performance Bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to College in all respects. The Performance Bond will be made payable to College and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement. The Performance Bond will be forwarded to: **(Where Performance Bond/To Whom the Performance Bond will be forwarded to)**.
- 11.24 Electronic Counterparts: This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopies, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

11.25 New Certifications: Certifications Regarding Terrorist Organizations and Boycott of Israel Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154) Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that to College in all respects. The Performance Bond will be made payable to College and conditioned upon the prompt and faithful performance of the Services and all of Contractor's other duties and obligations under this Agreement. The Performance Bond will be forwarded to:

College and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

HOUSTON COMMUNITY COLLEGE

By: _____

Name: _____

Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

Date: _____

INSERT CONTRACT'S COMPLETE LEAGAL NAME

By: _____

Name:

Title:

Date: _____

Exhibit 2 INFORMATION TECHNOLOGY ADDENDUM TO AGREEMENT



INFORMATION TECHNOLOGY ADDENDUM TO AGREEMENT

The purpose of this addendum is to provide a statement of HCC's position regarding contract provisions that may be the source of disagreement. By including these provisions in this addendum, which is incorporated into and made a part of the agreement to which it is attached, it will not be necessary for HCC to edit corresponding provisions on the face of the contract.

The following terms and conditions are incorporated into and form a part of the _____ Agreement or contract to which they are attached (the "Agreement") between Houston Community College ("HCC") and _____ ("Client" "Vendor" "Contractor" "Consultant") as previously identified in the Agreement (hereinafter individually or collectively called "Contractor.") Provisions in the Agreement that are consistent with the Addendum will continue in full force and effect. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

Confidentiality/Privacy

1.1. Confidentiality

In addition to what may be defined in the Agreement related to Contractor's proprietary information, "Confidential Information" is further defined as any and all information relating to this Agreement (a) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled, or marked as confidential or its equivalent at the time of disclosure, or (b) that Recipient knows or should know to be confidential. This includes HCC's data or HCC's customer's data that Contractor may hold, process or otherwise have access to. The terms "Discloser" and "Recipient" refer respectively to the party disclosing or receiving a specific item of Confidential Information. The parties agree that following a disclosure of Confidential Information by Discloser to Recipient, including any Consumer Information or Customer Information (as may be defined in the Agreement), Recipient shall (i) protect Discloser's Confidential Information using the same degree of care it uses to protect its own confidential information of similar importance, but not less than reasonable care; (ii) restrict disclosure of Confidential Information to only (a) those employees, agents or contractors on a need to know basis for performance under this Agreement and who are bound by confidentiality terms substantially similar to those in the Agreement and this Addendum, (b) such parties to which production may be required pursuant to any valid legal process, subject to Section 12 below, and (c) regulatory agencies having authority over Recipient, (iii) use Confidential Information only for performance under this Agreement; and (iv) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information. Confidential Information does not include information, which is or becomes available without restriction to the recipient or any other person through no wrongful act. All materials containing Confidential Information are and remain the Discloser's property, and upon written request the Recipient will promptly return them, and all copies of them, except, copy to the extent permitted by law, a single archival copy, which shall continue to be subject to this Addendum until such copy is securely destroyed as required hereunder. Notwithstanding the foregoing, information regarding each party, which is in the public domain, shall not be considered Confidential Information. Nothing in the Agreement or this Addendum shall be construed as prohibiting HCC from disclosing any information related to or in connection with the Agreement or the products or services thereunder in accordance with applicable law, including court order, subpoena, and the Texas Public Information Act, or as imposing any liability on HCC in connection with any such disclosure.

1.2. HIPAA/FERPA

To the extent that any of HCC's information or records in Contractor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued there under, or that constitutes "education records" or "personally identifiable information" as those terms are defined in the Family Education Rights and Privacy Act ("FERPA"), Contractor shall maintain the confidentiality and security of that information as required of Contractor under HIPAA and FERPA respectively. If the HCC determines that Contractor will access, maintain, use, or disclose "protected health information", in addition to and as part of the terms and conditions of the Agreement and this Addendum, the Parties agree to enter into a HIPAA Business Associate Agreement, in form and substance reasonably agreeable to both Parties, providing for the protection of such information as required by HIPAA and any related state or federal laws, including, but not limited to the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Texas Medical Records Privacy Act. To the extent that Contractor may access, maintain, use, or disclose any FERPA-protected information, Contractor acknowledges that, for purposes of the Agreement, it will be designated as a school official with legitimate educational interests in such information. HCC and Contractor expressly agree that: (1) the services/functions to be provided by Contractor are services/functions for which HCC would otherwise use its own employees; (2) Contractor has been determined to meet the criteria set forth in HCC's annual notification of FERPA rights for being a school official with a legitimate educational interest in such information; (3) Contractor is under HCC's direct control with respect to its access to, maintenance of, use of, and disclosure of such information; and (4) Contractor will use such information only for purposes expressly authorized by HCC in the Agreement and this Addendum and may not re-disclose such information to other parties, unless Contractor has specific authorization from HCC to do so and it is otherwise permitted by FERPA.

1.3. Privacy

HCC is committed to protecting the privacy and legal rights of faculty, staff, and students by limiting unnecessary use or disclosure of personally identifying information. By executing this Addendum, Contractor represents that Contractor's policies are at least as stringent as those followed by HCC found at <http://www.hccs.edu/district/about-us/policies/>.

2. **Resolution of Disputes.** The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to nonbinding mediation. Further, the parties agree that i) neither the execution of this Agreement by HCC nor any other conduct, action or inaction of any representative of HCC relating to this Agreement constitutes or is intended to constitute a waiver of HCC's sovereign immunity to suit; and ii) HCC has not waived its right to seek redress in courts.

3. Information Security

3.1. **Information Security Generally** - For all types of services or products offered under this Agreement, Contractor hereby represents, warrants, covenants and agrees that Contractor will:

3.1.1. Immediately notify HCC's Vice Chancellor for Information Technology and support contacts via email of any determination by Contractor of any such security breach impacting HCC data within 48 hours of such determination to include the discovery of, or receipt from any source of, any security issue involving Contractor's hardware, firmware, and/or software. Such notice shall include severity of and the risks posed by such breach, isolation, activity or security issue, and recommended commercially reasonable corrective actions and means of mitigating risk. Except as otherwise required by law, Contractor shall not provide notice of the issue directly to individuals whose personal information was involved, regulatory agencies, or other entities, without prior written permission from HCC.

3.1.2. Reasonably cooperate with all HCC security investigations activities.

3.1.3. Monitor industry standard information channels in a commercially reasonable manner for newly identified system vulnerabilities with respect to the technologies and services provided to HCC (including without limitation, application software, databases, servers, firewalls, routers and switches, hubs, etc.).

3.1.4. Correct any identified security problems in a commercially reasonable manner within a jointly agreed upon timeframe.

3.1.5. Should any of Contractor's services for HCC involve online payments or Payment Card payments, Contractor hereby certifies that such services are compliant, with and will remain compliant with during the term of this Addendum, the most recent version of the Payment Card Industry (PCI) standard.

3.1.6. Maintain control over resources it provides for or on behalf of HCC as necessary to ensure compliance with this Addendum.

3.1.7. In addition to any other remedies available to HCC under contract, law, or equity, Contractor will reimburse HCC for reasonable costs incurred by HCC in investigation and remediation of any security breach to the extent that such security breach is caused by Contractor's failure to comply with this Addendum, including but not limited to providing notification to individuals whose personal information was compromised and to regulatory agencies or other entities as required by law or contract, and the payment of legal fees, audit costs, fines, and other fees imposed against HCC as a result of the security breach.

3.2. **Hosting/Contractor Internal Polices/Procedures.** Should Contractor be hosting/processing/transmitting HCC data/information, Contractor hereby represents, warrants, covenants and agrees that Contractor will:

3.2.1. Comply with industry accepted security standards and baseline controls, which contribute to the confidentiality, privacy, integrity, and availability of Confidential Information and services provided by Contractor, which shall include, at a minimum, but not be limited to the following:

3.2.1.1. TIA 942 Class 4 Data Center Standards;

3.2.1.2. All electronic HCC data/information will be encrypted in transmission using the most recent Transmission Layer Security (TLS) version (including via web interface) and stored at no less than 128-bit level encryption; and

3.2.1.3. HCC data/information shall not be stored outside the United States without HCC's prior written consent.

3.2.2. Provide, upon request, a documented security plan for systems containing HCC information, which plan shall describe the architecture of Contractor's systems, information placement within the systems, and the security controls in place (e.g., firewalls, web page security, Intrusion Detection, Incident Response Process, etc.).

- 3.2.3. Provide HCC with an annual report on the results of an annual examination of Contractor's compliance for the prior year with Contractor's policies and procedures with respect to (a) disaster recovery, business continuity, contingency plans and recovery strategies; (b) vital records protection, information security, data security and privacy of customer information; (c) systems and technology change management controls and recovery testing; and (d) compliance with any legal or regulatory requirements applicable to the data Contractor holds for HCC and the systems Contractor operates for HCC. The reports shall document that effective policies and procedures meeting industry accepted baseline standards exist and shall evaluate Contractor's degree of compliance with such policies and procedures. Such examinations shall be performed in accordance with SOC Type 2 or equivalent agreed upon, commercially reasonable audit procedures and/or other such self-assessment audit that may be relevant to the services being provided, as applicable and approved by HCC. All such examinations are to be paid by Contractor.
- 3.2.4. Notify HCC not less than two weeks prior to any planned releases of new functionality, as soon as Contractor becomes aware of any emergency that could impact HCC's access to the software applications, notify HCC of any such emergency.
- 3.2.5. Monitor, as needed, in a commercially reasonable manner all services or equipment used in connection with the performance of the Agreement for security breaches, violations, and suspicious activity (including, without limitation, unauthorized probes, scans, and break---in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to systems, and system misuse).
- 3.2.6. Establish and maintain commercially reasonable policies and procedures with respect to contingency plans, recovery strategies, vital records protection, risk controls and recovery testing to ensure Contractor's continued performance under the Agreement. Contractor, upon requests, shall provide HCC with testing results.
- 3.2.7. Upon termination of the Agreement and HCC's request, return all HCC-owned data/information (in Contractor's standard format), or at HCC's request destroy, all HCC-owned information/data in Contractor's possession, at Contractor's then-current rates. Contractor shall provide written certification of such return or destruction to HCC within thirty (30) days of request and validation from HCC of which method is to be used.

4. Implementation and/or Maintenance of Information Systems.

Any implementation and/or maintenance of information systems shall be performed in accordance with HCC's Technology Resources and Information Security policies and regulations located at <http://www.hccs.edu/district/about-us/policies/hcc-board-policy-manual-section-c/>. Access to HCC's information resources for remote maintenance or repairs by Contractor or other authorized vendors shall be limited to use of network connectivity access methods approved by HCC and Contractor.

5. Warranty.

5.1. WARRANTY AGAINST SPYWARE AND MALWARE.

Contractor warrants the programs it provides to HCC under this Agreement will not contain spyware or malware.

5.2 Section 508 Rehabilitation Act Compliance

Contractor hereby represents, warrants, covenants and agrees that Contractor will ensure that any web pages offered by Contractor meet and comply with Section 508 of the Rehabilitation Act of 1973. HCC accepts the accessibility standards set forth in the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI) as a means to meet Section 508 requirements.

6. Warranties, Indemnities, and Limitations.

All warranties, indemnities, and limitations provided for in Agreement are effective and enforceable only to the extent authorized by the laws and Constitution of the State of Texas.

7. Limitations.

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF HCC (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON HCC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON HCC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Neither the execution of the Agreement nor any other conduct, action or inaction of any representative of HCC constitutes or is intended to constitute a waiver of HCC's sovereign immunity to suit.

8. Return of HCC Records not residing in Contractor's software applications.

With respect to HCC records not residing in Contractors' software applications, Contractor agrees that, upon HCC's request, within thirty (30) days after the expiration or termination of this Agreement, for any reason, all HCC records created or received from or on behalf of HCC will be i) returned to HCC with no copies retained by Contractor; or ii) if return is not feasible, destroyed. Thirty (30) days before destruction of HCC records, Contractor will provide HCC with written notice of Contractor's intent to destroy HCC records. Upon HCC's request, within ten (10) days after destruction, Contractor shall confirm in writing the destruction of HCC's records.

9. Payments; Fees.

No payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

10. Governing Law; Jurisdiction.

The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. All disputes between HCC and Contractor will be litigated in the state and federal courts located in Harris County, Texas.

11. Disclosure.

If Contractor discloses any HCC records to a subcontractor or agent, Contractor shall require the subcontractor or agent to comply with substantially the same restrictions and obligations as are imposed on Contractor in accordance with this Agreement.

12. Termination; Renewal.

This Contract may be terminated for convenience by either Party with or without cause upon 180 days prior written notice to the other Party. In the event of termination without cause, HCC shall pay the Contractor any undisputed amounts not previously paid for Services actually and satisfactorily performed up to the date of termination.

13. Observance of Client Regulations and Guidelines.

Contractor agrees that at all times in the course of its performance under this Agreement, Contractor shall cause its employees, subcontractors and agents to observe and comply with all applicable policies and regulations of HCC, including but not limited to criminal background checks. HCC's policies are located at: <http://www.hccs.edu/district/about-us/policies/>.

14. Insurance Requirements.

Client agrees to maintain in force for the duration of this Agreement, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

- A. Errors and Omissions insurance to be carried by technology professionals and consultants for the project with limits of at least one million dollars (\$1,000,000.00) per occurrence. The project specific insurance shall be maintained for a period of not less than one (1) year after the completion of the Services to be performed under the Agreement.
- B. Workers Compensation/Employer's Liability: \$1,000,000.00 per accident and employee.
- C. Commercial General Liability (including contractual liability): \$1,000,000.00 per occurrence.
- D. Auto Liability: \$1,000,000.00 combined single limit.
- E. All other insurance required by state or federal law.

All policies (except Worker's Compensation) will name HCC as an additional insured. A Waiver of Subrogation in favor of HCC and thirty (30) day prior notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to HCC's Risk Management prior to commencement of any Services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against HCC, its agents, employees or representatives. Contractor's failure to comply with the requirements of this section shall be considered a breach of this Agreement.

15. Records and Recordkeeping.

The Parties shall comply with all applicable laws regarding services under this Agreement including but not limited to the Family Educational and Privacy Rights Act ("FERPA"), the Texas Public Information Act ("TPIA", and Texas Record Retention laws. All records and reports either generated, prepared, assembled, or maintained by Contractor in relation to services provided under this Agreement will be available for review, inspection, and audit for HCC and its auditors. Copies will be made available upon request and in conformity with FERPA, TPIA, and Records Retention laws, to the extent applicable. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successive agency (collectively, "Auditor") to conduct and audit or investigate in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor shall include this provision in all contracts with permitted subcontractors.

16. Notice.

(a) All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees in the manner as set forth herein). Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) email (with confirmation of transmission); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days (any date on which HCC is officially open for

business) after mailing; (ii) on the date of personal delivery; or (iii) on the date of email transmission if on a business or school day during normal business hours (or, if not, the next succeeding business day). The addresses of the Parties for such notices shall be:

To: HCC
Attn: _____

Email:

To: (Contractor)
Attn: _____

Email:

17. Vendor Personnel.

Contractor's employees must acquire and display an HCC identification badge at all times while on HCC premises. The HCC badge must be returned to HCC upon termination of the Agreement or employee's departure from HCC premises. Upon departure of Contractor's employee from this Agreement for any reason, Contractor shall ensure that all sensitive and confidential information within the employee's control is collected and returned to HCC or destroyed within 24 hours of employee's dismissal from Agreement.

18. Conflicts of Interest.

The Contractor warrants, represents, and covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of its Services hereunder. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will employ no person who has any such interest. The Contractor shall comply with the obligations of Texas Local Government Code Chapter 176.

19. Written Agreement Governs.

The Parties agree that this written, executed Agreement shall govern over any 'click' or electronic agreement that may have to be accepted in order to download, install, maintain, or otherwise use the products covered under this Agreement.

20. Contractor's Limitation of Liability.

Limitations on Contractor's liability, regardless of conflicting language elsewhere in the Agreement, shall not apply to claims related to Contractor's breach of its data privacy, confidentiality, information security, and legal compliance obligations under this Addendum or to Contractor's indemnification obligations under this Addendum.

21. Patents & Copyrights.

In the event that any of the services or products provided under the Agreement shall be covered by any patent, copyright or application therefor, Provider will defend, indemnify and save harmless HCC from any and all loss, cost or expense due to any and all claims, demands, suits, judgments, costs, expenses, damages or liabilities (including reasonable attorneys' fees) on account of the use of such services or products in violation of rights under such patent, copyright or application. Provider represents and warrants that the services and products, and the sale to and use thereof by HCC do not violate or infringe any trademark, patent, copyright, trade secret or any other proprietary right of another therein. Any settlement made by Contractor in connection with its indemnification obligations hereunder shall require HCC's prior written consent.

22. Web Design Responsibilities. Should Contractor be providing web design or development Contractor hereby represents, warrants, covenants and agrees that Contractor will:

22.1.1. Ensure that any web design by Contractor meet and comply with HCC's current Web/Digital Mass Communications and Content Policies and Guidelines currently found at <http://www.hccs.edu/district/about-us/policies/>.

22.1.2. For all public-facing content, comply with the HCC Brand Standards and HCC web Content Guidelines, unless an exception is granted, in writing, by the HCC Digital Communication Operation Committee.

22.1.3. Ensure that any web design will be created using the best available technology, artistic design, layout and Internet support available to Contractor including Access, Electronic Email and Domain Name Service, with the goal of creating a first-class, high-utilization web site to enhance the visibility of HCC for the particular site purpose. The development and implementation of the web site will be coordinated to the fullest extent with designated representatives of HCC.

22.1.4. At a minimum, the site will incorporate the following:

22.1.4.1. The web site will fully work in the most current version of multiple browsers (and browser versions) including at a minimum

- 22.1.4.1.1. Microsoft Internet Explorer versions 8 and up
- 22.1.4.1.2. Mozilla Firefox
- 22.1.4.1.3. Safari on Mac OS-X and iOS
- 22.1.4.1.4. Google Chrome

22.1.5. Web-based products must comply with Section 508 of the Rehabilitation Act of 1973. HCC accepts the accessibility standards set forth in the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI) as a means to meet Section 508 requirements.

22.1.6. The site will be built in such a manner as to support and not preclude installation of any Web 2.0 technologies in the future such as wikis, blogs, videos, etc.

22.2. **Audit Rights** – To the extent applicable, audit language in the Agreement is hereby deleted and replaced as follows:

Contractor may request, no more than once annually, written certification from HCC that HCC is in compliance with this Agreement. Should Contractor have reasonable belief that HCC is not in compliance, Contractor may provide written information detailing such non-compliance and request HCC's approval for an on-site audit. If approved by HCC, audit shall be conducted at a time/place and in a manner agreeable to both Parties that is not disruptive to HCC's operations and be conducted by Contractor directly, not by a third party.

23. **Illicit Code.** For any software or software development provided by Contractor the following provisions shall apply:

Illicit Code is defined as any harmful or hidden programs or data incorporated therein that destroys or impairs software and/or data, thereby inhibiting or preventing HCC from using the software and/or data as warranted. Contractor shall use commercially available software and other commercially reasonable methods to detect existence of illicit code prior to distributing such software and/or data. During the term of a software and/or data warranty period, or during the term of any software and/or data support services as the case may be, like with any other material defect, if it is determined that Illicit Code is present, then Contractor will, at no cost to HCC, use commercially reasonable efforts to correct the affected software and/or data and if it cannot do so in a reasonable period of time, replace the affected software and/or data. Contractor will also reasonably assist HCC in curtailing the spread of the Illicit Code. Contractor represents and warrants that there are no methods for gaining access to the software or other computer resources or data of HCC (such as a master access key, ID password, back door or trap door) other than as otherwise set forth herein, and Contractor will not embed any device in the software and/or data or take any action to disrupt or terminate HCC's operation or use of the Licensed software and/or data.

24. **Loss of Funding.**

Performance by the HCC may be dependent upon the appropriation and allocation of funds by the Texas Legislature. Should funds adequate to fulfill the obligations of an agreement not be appropriated and allocated to the HCC, HCC shall have the discretion to issue written notice of termination to the Contractor without further obligation, except to pay the Contractor for goods and services received prior to such written notice to Contractor. Contractor acknowledges that the appropriation and allocation of state funds by the Texas Legislature are beyond the control of the HCC.

25. **Electronic Counterparts.**

This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

26. **Mediation.**

The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.

27. **Certifications Regarding Terrorist Organizations and Boycott of Israel.**

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

28. **Injunctive Relief.**

The Parties agree that, in addition to any other rights and remedies of HCC under the Agreement, this Addendum, or applicable law, Contractor's access to, disclosure of, or use of (or threat to access, disclose, or use) any HCC data/information in breach of the Agreement or this Addendum shall be deemed to cause irreparable harm, for which monetary damages would not provide adequate compensation, that justifies injunctive relief against such breach or threatened breach without proving actual damage or posting a bond or other security. In the event of any suit or action arising under this Section, Contractor consents to mandatory and exclusive jurisdiction of the courts in Harris County, Texas.

29. **Rights in and to HCC Data/Information.**

The Parties agree that as between them, all rights in and to HCC data/information shall remain the sole and exclusive property of HCC, and Contractor may access, use, and disclose HCC data/information, subject to the terms and conditions of this Addendum, solely for the purpose of providing products and services to HCC under the Agreement. The Agreement does not give Contractor any rights, implied or otherwise, to HCC data/information.

30. Use of Data for Marketing/Advertising.

Contractor shall not use Confidential Information for advertising or marketing purposes, and may not use any other HCC data/information for advertising or marketing purposes except (i) as expressly provided in the Agreement or (ii) with HCC’s prior written consent.

31. Response to Legal Orders, Demands or Requests for Data.

- a. Except as expressly prohibited by law, Contractor will:
 - i. Immediately, and before disclosing any HCC data/information, notify HCC of any subpoenas, warrants, or other orders, demands or requests received by Contractor seeking HCC data/information;
 - ii. Reasonably consult with HCC regarding Contractor’s response;
 - iii. Cooperate with HCC’s requests in connection with efforts by HCC to intervene and quash or modify the order, demand or request; and
 - iv. Upon HCC’s request, provide HCC with a copy of its response.
- b. If HCC receives a subpoena, warrant, or other order, demand, or request (including, but not limited to, a request for information pursuant to the Texas Public Information Act) seeking HCC data/information in Contractor’s possession, custody, or control, HCC will promptly provide a copy of the request to Contractor and provide a deadline by which the Contractor must supply HCC with copies of records or information required for HCC to respond. Contractor will timely supply the requested information to HCC, and will cooperate with HCC’s other reasonable requests in connection with HCC’s response.

32. Entire Agreement; Modifications.

This Addendum to Agreement and the Agreement supersede all prior agreements, written or oral, between Contractor and HCC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement, this Addendum, and each of their respective provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by HCC and Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date in the Agreement:

HOUSTON COMMUNITY COLLEGE

By: _____ Date _____
 Dr. Cesar Maldonado, Ph.D, P.E
 Chancellor

CONTRACTOR-CONSULTANT

By: _____ Date _____
 Name:
 Title: