



AGENDAS

BOARD OF TRUSTEES COMMITTEE MEETINGS

September 10, 2015

**HCC Administration Building
3100 Main, 2nd Floor Auditorium
Houston, Texas 77002**



Strategic Plan 2012-2015

Creating Opportunities for Our Shared Future
(Approved by the HCC Board of Trustees, June 22, 2012)

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 and economic development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

Vision

HCC 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.

Strategic Initiatives

- Initiative #1: Increase Student Completion
- Initiative #2: Respond to Business and Industry
- Initiative #3: Develop 21st Century Learners
- Initiative #4: Support Faculty/Staff Professional Development and Student Leadership
- Initiative #5: Support Innovation
- Initiative #6: Support Entrepreneurialism
- Initiative #7: Leverage Partnerships



MEMORANDUM

TO: HCC Board of Trustees
FROM: Board Services
DATE: September 10, 2015
RE: Meetings for September 2015

Dear Trustees:

Please note that the following meetings are scheduled for September 2015 at the HCC Admin. Building, 3100 Main, 2nd Floor Auditorium, Houston, Texas 77002:

Thursday, September 10, 2015

- **Audit Committee – 2:30 p.m.**
(Members: Trustee Glaser-Committee Chair, Trustee Oliver and Trustee Wilson; Alternate Member-Dr. Tamez)
- **Academic Affairs/Student Services Committee – 3:00 p.m.**
(Members: Trustee Loreda-Committee Chair, Dr. Tamez and Trustee Wilson; Alternate Member-Trustee Capo)
- **Special Meeting - 3:30 p.m.**
(Quorum of the Full Board Required)
- **Committee of the Whole Meeting - 4:00 p.m.**
(Quorum of the Full Board Required)

Thursday, September 17, 2015

- **Regular Board Meeting – 4:00 p.m.**
(Quorum of the Full Board Required)



AGENDA

AUDIT COMMITTEE OF THE BOARD OF TRUSTEES

Committee Members

Trustee Robert Glaser, Chair
Trustee Christopher W. Oliver
Trustee Dave Wilson

Alternate Member

Dr. Adriana Tamez

September 10, 2015
2:30 p.m.

HCC Administration Building
3100 Main, 2nd Floor Auditorium
Houston, Texas 77002

**NOTICE OF A MEETING OF THE BOARD OF TRUSTEES
HOUSTON COMMUNITY COLLEGE**

AUDIT COMMITTEE

September 10, 2015

Notice is hereby given that a Meeting of the Audit Committee of the Board of Trustees of Houston Community College will be held on Thursday, tenth (10th) day of September, 2015 at 2:30 p.m., or after, and from day to day as required, at the HCC Administration Building, 3100 Main, 2nd Floor Auditorium, Houston, Texas 77002. The items listed in this Notice may be considered in any order at the discretion of the Committee Chair and items listed for closed session discussion may be discussed in open session and vice versa as permitted by law. Actions taken at this Meeting do not constitute final Board action and are only Committee recommendations to be considered by the Board at the next Regular Board meeting.

I. Call to Order

II. Topics for Discussion and/or Action:

A. Presentation from External Audit Firm on Audit Approach and Plan.

III. Adjournment to closed or executive session pursuant to Texas Government Code Sections 551.071; 551.072 and 551.074, the Open Meetings Act, for the following purposes:

A. Legal Matters

1. Consultation with legal counsel concerning pending or contemplated litigation, a settlement offer, or matters on which the attorney's duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

B. Personnel Matters

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against the chancellor, employees or board members, unless the officer, employee, or board member who is the subject of the deliberation or hearing requests a public hearing.

Houston Community College
Audit Committee – September 10, 2015

C. Real Estate Matters

1. Deliberate the purchase, exchange, lease, or value of real property for Agenda items if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

IV. Additional Closed or Executive Session Authority

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning:

Section 551.071 – For the purpose of a private consultation with the Board's attorney about pending or contemplated litigation, a settlement offer, or matters on which the attorney's duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation to the System if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Section 551.076 – To consider the deployment, or specific occasions for implementation of security personnel or devices, or a security audit.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing, unless an open hearing is requested

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Audit Committee – September 10, 2015

in writing by a parent or guardian of the student or by the employee against whom the complaint is brought.

Section 551.084 – For the purpose of excluding a witness or witnesses in an investigation from a hearing during examination of another witness in the investigation.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

V. Reconvene in Open Meeting

VI. Adjournment

Certificate of Posting or Giving of Notice

On this 7th day of September, 2015, at or before 2:30 p.m., this Notice was posted at a place convenient to the public and readily accessible at all times to the general public at the following locations: (1) Administration Building of the Houston Community College, 3100 Main, First Floor, Houston, Texas 77002; (2) the Harris County's Criminal Justice Center, 1201 Franklin, Houston, Texas 77002; (3) the Fort Bend County Courthouse, 401 Jackson, Richmond, Texas 77469; and (4) the Houston Community College website, www.hccs.edu. The Houston Community College's Fort Bend County public meeting notices may be viewed after hours (*i.e.* between the hours of 5:30 p.m. and 7:30 a.m.) on the kiosk located on the west side of the new Fort Bend County Courthouse (the "William B. Travis Building"), located at 309 South Fourth Street, Richmond, Texas 77469.

Melinda Davila, Executive Secretary
Board Services

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Audit*

ITEM NO.	ITEM TITLE	PRESENTER
A	Presentation from External Audit Firm on Audit Approach and Plan	Dr. Cesar Maldonado Teri Zamora Grant Thornton LLP

DISCUSSION

Presentation from external audit firm, Grant Thornton LLP, regarding audit approach and plan.

DESCRIPTION OR BACKGROUND

Professional standards require external auditors to meet with the audit committee to communicate an overall audit strategy, including the timing of the audit.

FISCAL IMPACT

External audit is included in FY2016 budget.

STRATEGIC INITIATIVES ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **External Auditor Fiscal Year End Presentation**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

9/8/2015 8:50 AM



Discussion with the Audit Committee of Houston Community College for the year ended August 31, 2015

September 10, 2015



Responsibilities



Our responsibilities

We are responsible for:

- Performing an audit of the College's financial statements as prepared by management, conducted under US GAAS and *Government Auditing Standards*
- Forming and expressing an opinion about whether the financial statements are presented fairly, in all material respects in accordance with US GAAP
- Forming and expressing an opinion about whether certain supplementary information, including the Schedule of Expenditures of Federal (SEFA) and State (SESA) Awards, is fairly stated in relation to the financial statements as a whole
- Reading other information and considering whether it is materially inconsistent with the financial statements
- Communicating fraud and abuse with regard to federal and state programs
- Communicating specific matters to you on a timely basis; we do not design our audit for this purpose
- Reporting material non-compliance related to laws, regulations, contracts and grant agreements, as well as significant deficiencies and/or material weaknesses in internal control related to financial reporting
- Reporting material non-compliance with federal and state awards requirements applicable to major programs audited under OMB Circular A-133 and the State of Texas Single Audit Circular, as well as significant deficiencies and/or material weaknesses in internal control over compliance

An audit provides reasonable, not absolute, assurance that the financial statements do not contain material misstatements due to fraud or error. It does not relieve you or management of your responsibilities. Our respective responsibilities are described further in our engagement letter.



Audit Committee and Management responsibilities

Audit Committee

Those charged with governance are responsible for:

- Overseeing the financial reporting process
- Setting a positive tone at the top and challenging the College's activities in the financial arena
- Discussing significant accounting and internal control matters with management
- Informing us about fraud or suspected fraud, including its views about fraud risks
- Informing us about other matters that are relevant to our audit, such as:
 - Objectives and strategies and related business risks that may result in material misstatement
 - Matters warranting particular audit attention
 - Significant communications with regulators
 - Matters related to the effectiveness of internal control and your related oversight responsibilities
 - Your views regarding our current communications and your actions regarding previous communications

Management

Management is responsible for:

- Preparing and fairly presenting the financial statements, including supplementary information such as SEFA (Schedule of Expenditures of Federal Awards) and SESA (Schedule of Expenditures of State Awards) in accordance with US GAAP
- Designing, implementing, evaluating, and maintaining effective internal control over financial reporting and over compliance with federal and state grant requirements
- Communicating significant accounting and internal control matters to those charged with governance
- Providing us with unrestricted access to all persons and all information relevant to our audit
- Informing us about fraud, illegal acts, significant deficiencies, and material weaknesses
- Adjusting the financial statements, including disclosures, to correct material misstatements
- Informing us of subsequent events
- Providing us with certain written representations



Audit scope



Audit timeline

June/July 2015	Planning	<ul style="list-style-type: none"> • Meet with management to confirm expectations and discuss business risks • Identify current-year audit issues and discuss recently issued accounting pronouncements of relevance
July 2015	Preliminary risk assessment procedures	<ul style="list-style-type: none"> • Develop audit plan that addresses risk areas • Update understanding of internal control environment • Coordinate planning with management and develop work calendar
July 2015	Interim procedures	<ul style="list-style-type: none"> • Perform walk-throughs of business processes and controls • Perform A-133 (Single Audit) compliance testing • Perform selective substantive testing on interim balances
October 2015 – December 2015	Final fieldwork and deliverables	<ul style="list-style-type: none"> • Perform final phase of audit and year-end fieldwork procedures • Meet with management to discuss results • Present results to the Audit Committee and Commission
Weekly		<ul style="list-style-type: none"> • Status Meetings with management



Materiality

Essentially, materiality is the magnitude of an omission or misstatement that likely influences a reasonable person's judgment. It is based on a relevant financial statement benchmark.

- We believe that a percentage of total assets is the appropriate benchmark for the College's financial statements.
- We believe total expenditures on each major program is the appropriate benchmark for the OMB Circular A-133 Single Audit. and the State of Texas Single Audit.

Financial statement items greater than materiality are in scope. Other areas less than materiality may be in scope if qualitative factors are present (for example, related party relationships or transactions and fraud risk).



Views of those charged with governance

Discussion points

Risks of fraud

Awareness of fraud

Awareness of related party transactions; understanding of purpose of related party transactions

Awareness of whistleblower tips or complaints

Oversight of management's risk assessment process

Views about the institutions' objectives and strategies and related risks of material misstatement

Awareness of any internal control matters and views about management's response

Oversight of financial reporting process

Actions taken in response to developments in law, accounting standards and corporate governance matters

Actions in response to our previous communications, if any



Related Parties

Related parties identified

Board of Trustees
Management
The HCCS Foundation

Please advise us of the following:

- **Affiliation of those charged with governance with related parties**
- **Your understanding of the College's relationships and transactions with related parties that are significant.**
- **Significant transactions and the underlying business purpose of those transactions.**
- **Your concern regarding relationships or transactions with related parties and if so the substance of those concerns.**



Use of the work of others

Specialists

Grant Thornton will engage the following internal specialists to assist with the audit:

1. GT will utilize our New York Pricing Group to provide an independent estimate of the fair value of investments.

Third parties

Grant Thornton will utilize the following third parties:

- HRSS, LLP - subcontractor.
- Harvest – Investment Pricing Specialist



Significant risks and other areas of focus

The following provides an overview of the areas of significant audit focus based on our risk assessments.

Significant Risks	Planned approach
Fraud Inquiries	Team to hold discussions with various parties within the College including management, HR Department, and General Counsel.
Implementation of GASB 68 Accounting and Financial Reporting for Pensions- an Amendment of GASB Statement No. 27	<ul style="list-style-type: none"> • Review information provided by TRS related to the College's portion of the net pension liability and perform procedures to satisfy ourselves of the appropriateness of the determination • Perform procedures to ensure the required disclosures relating to the standard are applied to the College's financial statements. • Perform procedures to ensure the required supplementary information is in accordance with the standard.



Significant risks and other areas of focus, continued

Other Areas of focus	Planned approach
Cash	<ul style="list-style-type: none"> - Confirm material cash balances
Investments	<ul style="list-style-type: none"> - Confirm investments with custodian and, if applicable, fund manager. - Test valuation of publicly traded investments and investments that are not publicly traded using an independent pricing source. - Test purchases for propriety of recorded balances.
Capital Assets	<ul style="list-style-type: none"> - Test a sample of capital asset additions - Test a sample of capital assets deletions - Perform substantive analytical procedures over the depreciation expense - Test a sample of projects in the CIP asset category to ascertain the College is appropriately transferring completed projects
Debt	<ul style="list-style-type: none"> - Confirm debt transactions (principal and interest payments) with financial institutions - Test the accuracy of the calculation of the effective interest method - Test to determine interest is properly capitalized, if applicable - Review the official statement and related accounting treatment of newly issued debt.



Significant risks and other areas of focus, continued

Other Areas of focus	Planned approach
Tuition revenue, auxiliary enterprises and related receivables/unearned revenue	<ul style="list-style-type: none"> - Perform reasonableness test on tuition, student aid and auxiliary revenue amounts. - Perform unearned revenue testing to determine proper cut-off. - Inquire of management as to the allowance methodology and, policies governing additional charges or other steps taken (i.e., cannot register, cannot attend commencement, etc.) for lack of payment of student account. - Review management's analysis of allowances for doubtful accounts for consistency with methodology and accuracy of inputs.
State appropriations	<ul style="list-style-type: none"> - Obtain detail of appropriations received from the state for fiscal year. - Confirm amounts with state, by obtaining the revenue received from the State Comptroller's Office website and agree to revenue recorded in general ledger.
Grant Revenue	<ul style="list-style-type: none"> - Test the reconciliation between the Schedule of Expenditures of Federal and State Awards to the intergovernmental revenue as recorded in the general ledger - Review receivable, determining calculation is correct based on cash received and amounts outstanding based on the grant detail.
Operating Expense including Employee Compensation and related accruals	<ul style="list-style-type: none"> - Perform substantive analytical procedures over the various expense types - Substantively test the significant expenses - Recalculate the accruals related to employee compensation (sick, vacation, etc.) - Perform a search for unrecorded liabilities - Review the other significant liabilities at year end and test substantively.
Adequacy of disclosures	<ul style="list-style-type: none"> - Review the disclosures in the Financial Statements and ensure financial information agrees to the general ledger and required disclosure are included.



Significant risks and other areas of focus, continued

Other Areas of focus	Planned approach
<p>Compliance with OMB Circular A-133 and State of Texas Single Audit Circular</p>	<ul style="list-style-type: none"> - Identify major programs and determine the compliance requirements which are direct and material. - Identify key controls over compliance and test those controls. - Select a sample of transactions subject to compliance requirements.
<p>Computer Data Acquisition Analysis</p>	<p>Review reports that analyzed interrelationships between the (1) Vendor Master File, (2) Disbursement File, (3) Human Resource File, and (4) Payroll File. The outcome of the Data Analysis is to provide GT and the College better insight into your operations, including effectiveness and efficiencies of operations as well as compliance, internal controls and potential fraud indicators.</p>



Areas of focus for Single Audit (OMB Circular A-133 and State of Texas)

The following provides an overview of the major programs to be tested this year, which has been determined based on interim financial data and will be updated upon receipt of a final schedule of expenditures of federal and state awards.

Major program
Student Financial Aid Cluster
Post 9/11 Veteran's Assistance– Federal CFDA No. 64.028
Adult Education – Federal CFDA No. 84.002
Texas Education Opportunity Grant (TEOG) – State
Nursing Shortage Under 70 Program - State

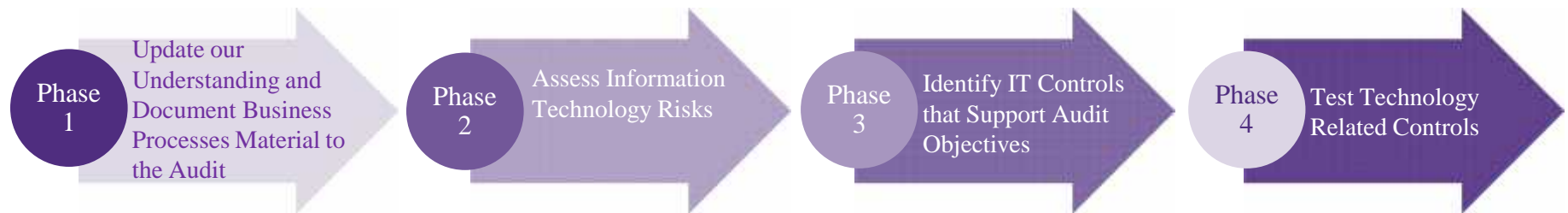
Items of Note:

Updated guidance is effective related to awards made after December 26, 2014.

- The most significant changes relate to the following areas:
 - Procurement (focused on documentation, no longer allows for geographic preferences in evaluation of bids)
 - Personnel costs (time & effort reporting, allows additional flexibility for determining allocation of effort)
 - Sub-recipient monitoring
 - Because of increase to audit requirement threshold (current- \$500k, new- \$750k), certain sub-recipients may no longer be required to obtain an audit
 - Sub-recipients no longer required to provide audit reports directly to pass through entities but rather required to submit to FAC, which will make them generally available via the web)

New compliance requirements will be effective for audits with fiscal year's ending after December 26, 2014.

Technology support as part of the audit process



An important component of our audit approach is to understand how information technology is used in supporting business operations and producing financial reports. Our technology specialists place particular emphasis on the risks relating to the use of technology and its associated controls, processes and practices.

Our general controls review evaluates the design of controls that mitigate risk in areas such as organization and operations, protection of physical assets, application systems development and maintenance, access controls and computer operations.



Other matters



Required communications

	When delivered
Fraud and illegal acts	When event becomes known
Material weaknesses and significant deficiencies	When event becomes known
Other internal control deficiencies	End of audit
Significant accounting policies, judgments and estimates	End of audit
Our judgments about the quality of accounting practices	End of audit
Audit adjustments, including uncorrected misstatements	End of audit
Disagreements with management	End of audit
Difficulties encountered when performing the audit	End of audit
Management's consultations with other accountants	End of audit

If necessary, these matters will be discussed with the Audit Committee on an interim basis.



Technical updates



Accounting updates



GASB Statement 68, *Accounting and financial reporting for pensions- an amendment of GASB Statement No. 27*

Summary	Potential Impact
<ul style="list-style-type: none"> • Scope is limited to pensions provided through trusts that meet certain criteria • Excludes all OPEB • Applies to employers and non-employer contributing entities that have a legal obligation to make contributions directly to a pension plan • Revised recognition, measurement, and disclosure requirements for all employers <ul style="list-style-type: none"> ➢ Liability is measured net of pension plan's fiduciary net position and is fully recognized in accrual-basis financial statements ➢ Changes in the obligation are recognized as <ul style="list-style-type: none"> ○ expense in the period of the change OR ○ deferred outflows/inflows of resources with expense recognized over defined future periods • Defines net pension liability - overall pension obligation reduced by assets of the plan • Each participating employer must record allocated share of unfunded liability (i.e., a government participating in a cost-sharing pension plan will report a liability in its own financial statements that is equivalent to its long-term proportionate share of the collective net pension liability- allocation will be based on the employers expected contribution effort relative to that of all contributors to the plan) 	<p>Pronouncement will have a significant impact(\$67million) on the statement of net position by recording an apportioned liability for the College's participation in the TRS plan.</p>
<p>Effective for the College August 31, 2015. Retroactive application required.</p>	

GASB Statement 71, Pension transition for contributions made subsequent to the measurement date- an amendment of GASB Statement No. 68

Summary	Potential Impact
<ul style="list-style-type: none"> • Clarification of adoption issue related to GASB Statement No. 68 related to contributions made subsequent to measurement date • In certain circumstances, there could be a situation where an entity would be understating deferred outflows in the transition year of adoption of GASB Statement No. 68. • Effective simultaneous with adoption of GASB Statement No. 68 • Effective for the College August 31, 2015 	<p>If a governmental employer or non-employer contributing entity makes contributions to its pension plan after the measurement date of the beginning net pension liability, these must be recognized as a deferred outflow of resources.</p> <p>The measurement date utilized by TRS was August 31, 2014. As such the College, will have a deferred outflow of resources as a result of contributions made during FY 2015.</p>



GASB Statement 72, *Fair Value Measurement and Application*

Summary	Potential Impact
<ul style="list-style-type: none"> • Defines “fair value” as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” • Governments are generally required to measure investments at fair value using one of three techniques <ul style="list-style-type: none"> ➢ Market approach ➢ Cost approach ➢ Income approach • Establishes a three level hierarchy of inputs to valuation techniques used to measure fair value. The guidance is very similar to existing guidance for FASB organizations. <ul style="list-style-type: none"> • Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. • Level 2 inputs are inputs—other than quoted prices—included within Level 1 that are observable for the asset or liability, either directly or indirectly. • Level 3 inputs are unobservable inputs, such as management’s assumption of the default rate among underlying mortgages of a mortgage-backed security • Requires disclosures to be made about fair value measurement, the level of fair value hierarchy, and valuation techniques. • Effective for periods beginning after June 15, 2015. • Effective for the College August 31, 2016 	<p>This will significantly impact accounting for certain investments that may have been reported at cost due to ambiguity within previous guidance. In addition, all public colleges and universities will need to revise the existing disclosures to conform to the new disclosure requirements, which are very similar to current disclosure requirements for FASB organizations. Gathering the "Leveling" information required to be disclosed could be difficult to identify and time-consuming, depending on the instruments that are within the three categories of the valuation hierarchy. Public institutions are encouraged to review disclosures of large/complex private (FASB) institutions for helpful examples.</p>

Selected pronouncements effective for the subsequent periods after August 31, 2015

GASB pronouncement	Effective date	Summary
GASB Statement 74, Financial Reporting for Post employment Benefit Plans Other than Pensions	Fiscal years beginning after June 15, 2016. Effective for the College: August 31, 2017	<p>The objective of this Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability.</p> <p>This Statement replaces Statements No. 43, <i>Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans</i>, as amended, and No. 57, <i>OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans</i>. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, <i>Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans</i>, as amended, Statement 43, and Statement No. 50, <i>Pension Disclosures</i>.</p>
GASB Statement 75, <i>Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions</i>	Fiscal years beginning after June 15, 2017. Effective for the College: August 2018	<p>The objective of this Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability.</p> <p>This Statement replaces Statements No. 43, <i>Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans</i>, as amended, and No. 57, <i>OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans</i>. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, <i>Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans</i>, as amended, Statement 43, and Statement No. 50, <i>Pension Disclosures</i>.</p>

Selected pronouncements effective for the subsequent periods after August 31, 2015

GASB pronouncement	Effective date	Summary
<p>GASB Statement No. 76, <i>The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments</i></p>	<p>Reporting periods beginning after June 15, 2015. Effective for the College: August 2016</p>	<p>The objective of this Statement is to identify—in the context of the current governmental financial reporting environment—the hierarchy of generally accepted accounting principles (GAAP). The “GAAP hierarchy” consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.</p> <p>This Statement supersedes Statement No. 55, <i>The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments</i> .</p>



GASB major projects

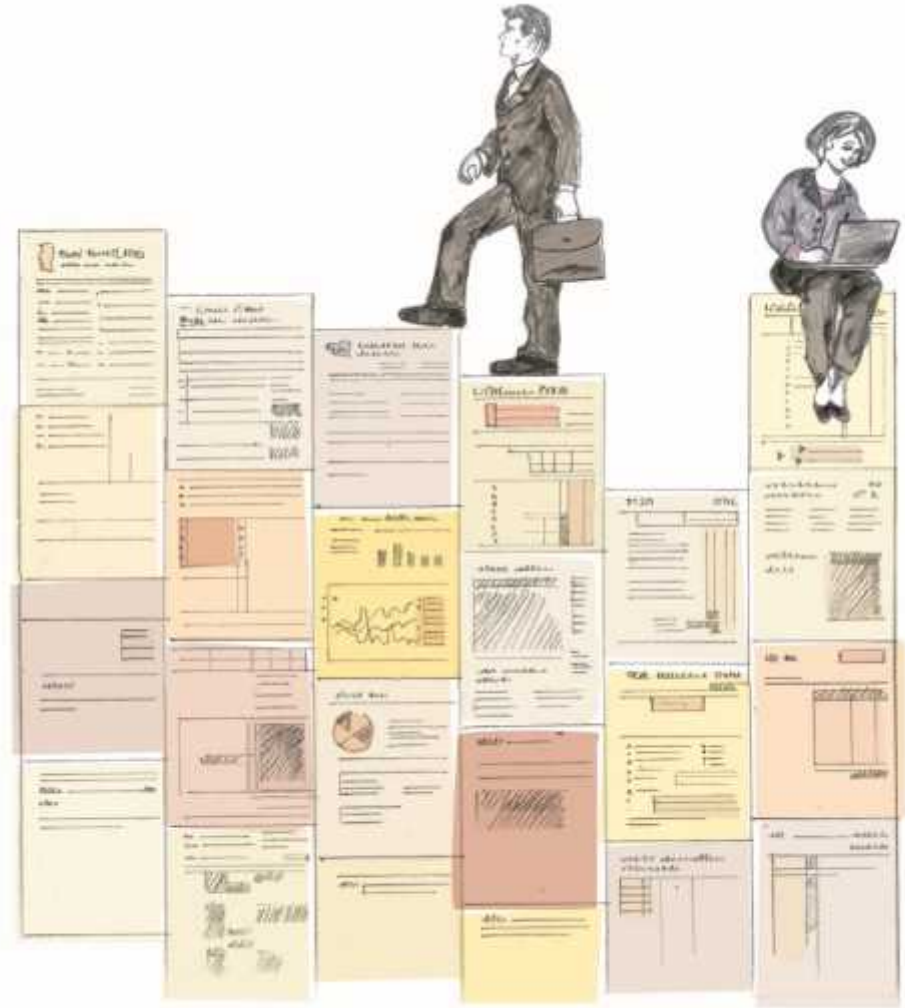
Major Project	Timing
Asset Retirement Obligations	Exposure Draft to be issued 4Q15
Economic Conditions Reporting: Financial Projections	On hold
Fiduciary Responsibilities	Preliminary views issued 4Q14 with exposure draft anticipated in 3Q15
Conceptual Framework - Recognition	On Hold – An invitation to comment was issued in 2011 with no current date for an exposure draft to be issued.
Leases	Preliminary views issued 4Q14 with exposure draft anticipated in 1Q16



NACUBO project – Blank slate project

Summary	Potential Impact
<ul style="list-style-type: none"> • Objective <ul style="list-style-type: none"> – Higher Education organizations are currently divided into two reporting categories – FASB and GASB. This does not allow their financial statements to be easily compared. This initiative would develop one reporting model. • Current items being considered: <ul style="list-style-type: none"> ✓ New financial statements: <ul style="list-style-type: none"> ✓ Balance sheet – would not be classified, pledges would be an asset with offsetting deferred inflow of a resource (deferred revenue), net assets would be replaced with resource categories of undesignated, designated (by the board), investment in plant and endowment (both true and quasi) ✓ Income statement – revenues would be displayed in two categories: fees for services (exchange) and current support (non-exchange), expenses would be reported by natural classification, with functional expenses disclosed in the footnotes ✓ Statement of changes in resources – explains how resources are assigned (use for operations, conserve for the future, etc.) ✓ Statement of cash flows – unclear if this statement would remain, however if it does remain, it will be prepared using the direct method ✓ Footnote disclosures – would include additional disclosures on the liquidity of cash and investments, endowment components and a reconciliation of net tuition revenue and the sources of the funds (e.g., family payments, grants, federal loans, institutional loans, etc.) that paid for the net tuition revenue • NACUBO is still developing its model, seeking feedback, and holding meetings with both FASB and GASB. 	<p>Colleges and Universities should monitor and provide timely input/feedback to NACUBO regarding developments of the Blank Slate Project and consider how such changes could impact their financial reporting, debt covenants, dashboards, etc.</p>

Industry Trends



Governance; leadership responding to changing conditions

In response to external concerns about Board engagement, boards are adopting approaches to focus on long-term issues:

- oversight of risk management and risk tolerance parameters
- monitoring strategic plans and key performance indicators
- assessing institutional ability and willingness to respond to changing conditions
- compliance, deferred maintenance and educational delivery models



AGB and United Educators found colleges and universities still lack “formal risk assessment processes.”

AGB also reinforces the boards’ responsibility to ensure that institutions focus on measuring student outcomes.

As part of the governance process, there is a **re-focus on educating board members** so they are equipped to provide effective oversight in these areas.



Addressing enrollment and demographic changes

Institutions cannot afford to rely exclusively on organic growth. Proactive strategies are needed to adapt to shifting student profiles and enrollment trends. Below are several data points that serve as indicators for the future:

- the number of high school graduates is decreasing nationwide through 2029; however many states have prioritized increasing the number of high school graduates who go on to college
- by 2020, white non-Hispanics will no longer be the majority in public high schools and the percentage of native-born students is also dropping
- 50% of low income high school students were college students in 2013 (33% in the 1980's)
- continued economic pressures will continue to support part time enrollment
- on-line courses and classes are growing at a faster rate than overall enrollment at higher education institutions (7.1 million students taking on-line courses in 2013)
- the US Department of Education recently projected 14% growth of enrollment in colleges and universities between 2011 and 2022, with growth greatest at the graduate level.
- strong enrollment demand from international students is an opportunity for revenue growth and diversification; market-leading universities attract the largest number of international students.
- significantly elevated application volume and sector-wide declining yield rates complicate budgeting and financial aid



Increased focus on the "value" of an education

- The case for a college education paying off economically is supported by a good deal of evidence.
- Financial returns of a college education, though measurable, are not sufficient to prove whether its “worth it.”
- The gradual public shift away from “Is college worth it?” to "How do I pick the best college for the return on my investment" will continue to keep the pressure on universities to substantiate academic quality and cost effectiveness
- A rebound in household net worth indicates an improved ability to pay for college
- The traditional intangible values of a college education need to be complemented by hard evidence of employability and institutions should expect to provide the facts that answer the questions about worthiness and effectiveness



Emerging technology tools to improve academic innovation, data analytics and operating results

- colleges are increasingly using data analytics to predict whether students and prospective students will be academically successful
- data mining and analytics are becoming more prevalent in monitoring student learning and progress, procurement operations, fundraising operations and admissions
- the Campus Computing Project reports that a small but significant (and growing) number of campuses are contracting with third-party providers for various services (recruitment, curricular development, student services) to help develop or expand their online programs.
- more colleges are creating affiliated entities to offer online education such as those already offered by Harvard and MIT.
- information is increasingly accessible, says The Chronicle of Higher Education, with libraries as we know them becoming obsolete.



Government funding; uncertainty continues with shifts in funding

Widespread cuts in state funding is not anticipated in the next few years since most states are funding public higher education at levels below 2008

- 35 states moving forward with some version of performance-based funding for public universities;
- combined state funding for higher education grew in FY 2014; the reliance on government operating support dipped to new lows in FY 2013 with median funding at less than 25% of university operating revenues (30% in FY 2009)
- the pace of increases in state funding for the next 1-2 years expected to be slow; funding on a per-student basis has declined despite recent increases in state appropriations.
- net tuition per-student eclipsed state appropriations per-student in 2011 and has continued to grow at a rate greater than state appropriations per-student



Shifts in federal funding for education reflect concerns about access, affordability, achievement, economic growth

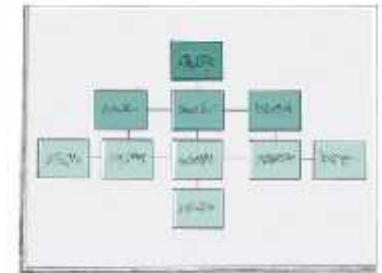
Federal funding for research rebounded in 2014 to 2012 levels but projected to be flat beyond 2015 which represents a decline on an inflation adjusted basis



Enterprise risk management is a necessity to safeguard reputation, validate strategy and sustain financial viability

A survey by AGB and United Educators found colleges and universities are increasingly making oversight of institutional risk a priority, but the institutions' confidence that they are following good practices has decreased.

- ERM programs are relatively immature in most organizations
- compliance must be addressed, particularly around sexual assaults
- failures in compliance reporting, public safety, cyber security, ethics, and decision-making have tested the crisis management plans of many universities
- continued IRS scrutiny, Congressional and White House proposals place annual reporting in the spotlight
- doing business abroad continues to challenge business and internal control systems due to changing world politics and economic policies
- strategic plans are being implemented with specific and quantifiable measurements, data dashboards and scorecards to better identify risks to achieving goals and objectives

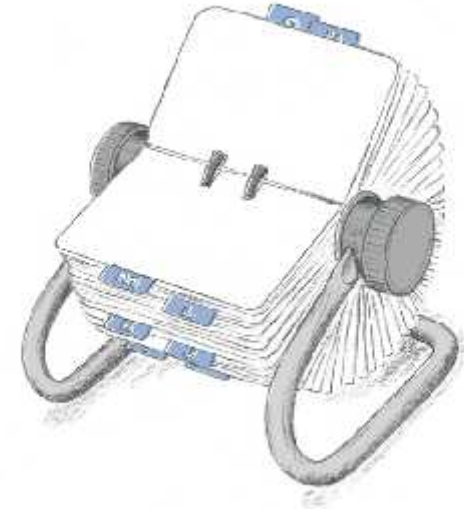


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This communication is intended solely for the information and use of management and the Audit Committee of the College of McAllen, Texas and is not intended to be and should not be used by anyone other than these specified parties.



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AGENDA

ACADEMIC AFFAIRS/STUDENT SERVICES COMMITTEE OF THE BOARD OF TRUSTEES

Committee Members

Trustee Eva Loreda, Chair

Dr. Adriana Tamez

Trustee Dave Wilson

Alternate Member

Trustee Zeph Capo

September 10, 2015

3:00 p.m.

**HCC Administration Building
3100 Main, 2nd Floor Auditorium
Houston, Texas 77002**

**NOTICE OF A MEETING OF THE BOARD OF TRUSTEES
HOUSTON COMMUNITY COLLEGE**

ACADEMIC AFFAIRS/STUDENT SERVICES COMMITTEE

September 10, 2015

Notice is hereby given that a Meeting of the Academic Affairs/Student Services Committee of the Board of Trustees of Houston Community College will be held on Thursday, tenth (10th) day of September, 2015 at 3:00 p.m., or after, and from day to day as required, at the HCC Administration Building, 3100 Main, 2nd Floor Auditorium, Houston, Texas 77002. The items listed in this Notice may be considered in any order at the discretion of the Committee Chair and items listed for closed session discussion may be discussed in open session and vice versa as permitted by law. Actions taken at this Meeting do not constitute final Board action and are only Committee recommendations to be considered by the Board at the next Regular Board meeting.

I. Call to Order

II. Topics for Discussion and/or Action:

- A. Update on Student Success.
- B. Update on Athletics Program.
- C. Update on Institutional Transformation Plan.

III. Adjournment to closed or executive session pursuant to Texas Government Code Sections 551.071; 551.072 and 551.074, the Open Meetings Act, for the following purposes:

A. Legal Matters

- 1. Consultation with legal counsel concerning pending or contemplated litigation, a settlement offer, or matters on which the attorney's duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

B. Personnel Matters

- 1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against the chancellor, employees or board members, unless the officer, employee, or board member who is the subject of the deliberation or hearing requests a public hearing.

The Houston Community College Board of Trustees (the "Board") will not consider or act upon any item before this committee. This meeting is not a Regular Meeting of the Board but because a quorum of the Board may attend, the meeting of this committee is also being posted as a Meeting of the Board.

C. Real Estate Matters

1. Deliberate the purchase, exchange, lease, or value of real property for Agenda items if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

IV. Additional Closed or Executive Session Authority

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning:

Section 551.071 – For the purpose of a private consultation with the Board's attorney about pending or contemplated litigation, a settlement offer, or matters on which the attorney's duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation to the System if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Section 551.076 – To consider the deployment, or specific occasions for implementation of security personnel or devices, or a security audit.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing, unless an open hearing is requested in writing by a parent or guardian of the student or by the employee against

Houston Community College
Academic Affairs/Student Services Committee – September 10, 2015

whom the complaint is brought.

Section 551.084 – For the purpose of excluding a witness or witnesses in an investigation from a hearing during examination of another witness in the investigation.

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

V. Reconvene in Open Meeting

VI. Adjournment

Certificate of Posting or Giving of Notice

On this 7th day of September, 2015, at or before 3:00 p.m., this Notice was posted at a place convenient to the public and readily accessible at all times to the general public at the following locations: (1) Administration Building of the Houston Community College, 3100 Main, First Floor, Houston, Texas 77002; (2) the Harris County's Criminal Justice Center, 1201 Franklin, Houston, Texas 77002; (3) the Fort Bend County Courthouse, 401 Jackson, Richmond, Texas 77469; and (4) the Houston Community College website, www.hccs.edu. The Houston Community College's Fort Bend County public meeting notices may be viewed after hours (*i.e.* between the hours of 5:30 p.m. and 7:30 a.m.) on the kiosk located on the west side of the new Fort Bend County Courthouse (the "William B. Travis Building"), located at 309 South Fourth Street, Richmond, Texas 77469.

Melinda Davila, Executive Secretary
Board Services

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Academic Affairs/Student Services*

ITEM NO.	ITEM TITLE	PRESENTER
A	Update on Student Success	Dr. Cesar Maldonado Dr. Kimberly Beatty

DISCUSSION

Update on student success regarding our outcomes on the CCSSE Report.

DESCRIPTION OR BACKGROUND

As a leading higher education institution, HCC must continue to develop strategic plans for process improvement based upon data from the CCSSE instrument. Every year since 2002 the CCSSE instrument has been administered at all colleges as a tool for decision making regarding improvements for the student experience.

FISCAL IMPACT

No fiscal impact to HCC.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Increase Student Completion

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Academic Affairs/Student Services*

ITEM NO.	ITEM TITLE	PRESENTER
B	Update on Athletics Program	Dr. Cesar Maldonado Dr. Irene Porcarello

DISCUSSION

An update will be provided on recreational sports and wellness programming.

DESCRIPTION OR BACKGROUND

The board approved the collection of a \$6 athletics fee in 2008. The fee is collected from credit students each semester enrolled. The fee is used to provide students with an opportunity to participate in a variety of club and intramural sports as well as wellness activities and leadership.

In alignment with the Strategic Initiative on Student Leadership Development, the plan is to proceed with the expansion of a Wellness Program using a pilot Wellness Center Model at Southeast College.

FISCAL IMPACT

To be determined as plans develop and to be funded through the Athletic Fee funds.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Enrich Institutional Capacity for Faculty and Staff Professional Development and Student Leadership Development. Expand opportunities for student learning and engagement activities.

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Academic Affairs/Student Services*

ITEM NO.	ITEM TITLE	PRESENTER
C	Update on Institutional Transformation Plan	Dr. Cesar Maldonado Dr. Edmund Herod

DISCUSSION

Provide an overview on the institutional transformation plan.

FISCAL IMPACT

N/A

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Increase Student Completion

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100



AGENDA

THE BOARD OF TRUSTEES MEETING AS A COMMITTEE OF THE WHOLE

**September 10, 2015
4:00 p.m.**

**HCC Administration Building
3100 Main, 2nd Floor Auditorium
Houston, Texas 77002**

**NOTICE OF MEETING
THE BOARD OF TRUSTEES
OF THE HOUSTON COMMUNITY COLLEGE
MEETING AS A COMMITTEE OF THE WHOLE**

September 10, 2015

Notice is hereby given that the Board of Trustees of Houston Community College will meet as a Committee of the Whole on Thursday, the tenth (10th) day of September, 2015 at 4:00 p.m., or after, and from day to day as required, at the HCC Administration Building, 3100 Main, 2nd Floor Auditorium, Houston, Texas 77002. The items listed in this Notice may be considered in any order at the discretion of the Chair or Board and items listed for closed session may be discussed and/or approved in open session and vice versa as permitted by law. Action Items approved by the Committee of the Whole will be listed on the Consent Agenda at a Regular Board Meeting.

I. Call to Order

II. Topics for Discussion and/or Action:

A. Facilities

1. Update on Bond Capital Improvement Plan (CIP) Related Matters.
2. Update on North Forest.
3. Authorize the Disposition of Property Located at 288 and MacGregor.

B. Finance

4. Proposed Restricted Fund Budget for Fiscal Year 2015-2016.
5. Proposed Auxiliary Fund Budget for Fiscal Year 2015-2016.
6. Investment Report for the Month of July 2015.
7. Monthly Financial Statement and Budget Review for July 2015.
8. Alumni & Employer Surveys and Related Services (Project No. 15-08).
9. HCC Information Technology Assessment and Related Services (Project No. 15-20).
10. Update on Strategic Planning.

Houston Community College
Committee of the Whole – September 10, 2015

11. Settlement Authorization for Property Located at 3700 Navigation, Houston, TX.
12. Legislative Update.

VIII. Reports from Appointed and Ad Hoc Committee(s):

A. Academic Affairs/Student Services

1. Update on Student Success.
2. Update on Athletic Program.
3. Update on Institutional Transformation Plan.

B. Audit

4. Presentation from External Audit Firm.

IV. Adjournment to closed or executive session pursuant to Texas Government Code Sections 551.071; 551.072 and 551.074, the Open Meetings Act, for the following purposes:

A. Legal Matters

1. Consultation with legal counsel concerning pending or contemplated litigation, a settlement offer, or matters on which the attorney's duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

B. Personnel Matters

1. Security Report.
2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against the chancellor, employees or board members, unless the officer, employee, or board member who is the subject of the deliberation or hearing requests a public hearing.

C. Real Estate Matters

1. Settlement Authorization for Property Located at 3700 Navigation, Houston, TX.
2. City of Houston Impact Fees.
3. Authorize the Disposition of Property Located at 288 and MacGregor.

Houston Community College
Committee of the Whole – September 10, 2015

4. Update on Property located at 5505 West Loop South.
5. Deliberate the purchase, exchange, lease, or value of real property for Agenda items if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

IV. Additional Closed or Executive Session Authority

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any items included in this Notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this Notice or as soon after the commencement of the meeting covered by the Notice as the Board may conveniently meet in such closed or executive meeting or session concerning:

Section 551.071 – For the purpose of a private consultation with the Board’s attorney about pending or contemplated litigation, a settlement offer, or matters on which the attorney’s duty to the System under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws.

Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.073 – For the purpose of considering a negotiated contract for a prospective gift or donation to the System if deliberation in an open meeting would have a detrimental effect on the position of the System in negotiations with a third person.

Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Section 551.076 – To consider the deployment, or specific occasions for implementation of security personnel or devices, or a security audit.

Section 551.082 – For the purpose of considering discipline of a student or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing, unless an open hearing is requested in writing by a parent or guardian of the student or by the employee against whom the complaint is brought.

Section 551.084 – For the purpose of excluding a witness or witnesses in an investigation from a hearing during examination of another witness in the investigation.

Houston Community College
Committee of the Whole – September 10, 2015

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

- A. The open meeting covered by this Notice upon the reconvening of the public meeting, or
- B. At a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

V. Reconvene in Open Meeting

VI. Adjournment

CERTIFICATE OF POSTING OR GIVING NOTICE

On this 7th day of September, 2015, at or before 4:00 p.m., this Notice was posted at a place convenient to the public and readily accessible at all times to the general public at the following locations: (1) the Administration Building of the Houston Community College System, 3100 Main, First Floor, Houston, Texas 77002; (2) the Harris County Criminal Justice Center, 1201 Franklin, Houston, Texas 77002; (3) the Fort Bend County Courthouse, 401 Jackson, Richmond, Texas 77469; and (4) the Houston Community College website, www.hccs.edu. The Houston Community College's public meeting notices for Fort Bend County may be viewed after hours (*i.e.* between the hours of 5:30 p.m. and 7:30 a.m.) on the kiosk located on the west side of the new Fort Bend County Courthouse (the "William B. Travis Building"), located at 309 South Fourth Street, Richmond, Texas 77469.

Melinda Davila, Executive Secretary
Board Services

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
1	Update on Bond Capital Improvement Plan (CIP) Related Matters	Dr. Cesar Maldonado Charles Smith

DISCUSSION

Provide an update on the Bond Capital Improvement Plan (CIP) related matters.

DESCRIPTION OR BACKGROUND

Monthly updates to the CIP Bond program are provided to keep the Board of Trustees apprised of the expenditures and project status.

FISCAL IMPACT

As budgeted and financed from the 2013 bond issuance.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Develop 21st Century Learners

Attachment Title(s): **CIP Update Report (Will be provided under separate cover)**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

9/8/2015 8:51 AM

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
2	Update on North Forest	Dr. Cesar Maldonado Dr. Kimberly Beatty Charles Smith

DISCUSSION

Update on the planning for the North Forest project.

DESCRIPTION OR BACKGROUND

As a leading higher education institution, HCC is committed to providing quality educational services to the community it serves. The North Forest project was a part of the 2012 bond. The report will provide an update on revised plans for the project.

FISCAL IMPACT

To be determined upon assessment.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Increase Student Completion

Develop 21st Century Learners

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
3	Authorize the Disposition of Property Located at 288 and MacGregor	Dr. Cesar Maldonado Teri Zamora Charles Smith

RECOMMENDATION

Declare the 9.18 acre tract at the northeast corner of State Highway 288 and North MacGregor Way (also known as Riverside Center) as excess to the College's immediate needs and authorize the Chancellor to negotiate and execute the sale of the property at the appraised value at the time the property was acquired in 2013, with proceeds distributed to the CIP fund balance.

COMPELLING REASON/RATIONALE

Since the College has negotiated the long-term lease of property adjacent to the existing Coleman College building, this property is no longer required to support the CIP. Sale of the property at no net loss to the Bond Program would allow for restoration of the funds used for the original acquisition to be deployed to completion of the construction program.

DESCRIPTION OR BACKGROUND

The Houston Community College Board of Trustees ratified the purchase of this property for the use and expansion of HCC current and future programs "related to the 2012 Bond Capital Improvement Program" on November 18, 2013. Subsequently, a site comparison by the Project Architect established that for the purposes of the current CIP, a location adjacent to the existing Coleman College building would better serve the academic needs of the College and result in lower operating costs. The Board of Trustees approved the relocation of the project to the Texas Medical Center on September 11, 2014.

The College has received inquiries about the College's willingness to part with the parcel. The opportunity to replenish the funds into the construction phase of the CIP is viewed as a favorable option.

The 9.18 acre tract will not be sold for less than its appraised fair market value of \$13,850,000.

FISCAL IMPACT

Sale of this property at the value appraised when acquired with the funds being deposited back to the CIP fund has no operating impact, but would allow additional funds to be expended on actual brick and mortar construction within the limits of the original CIP budget.

LEGAL REQUIRMENTS

This transaction meets the requirements of Article III, Section 52 of the Texas Constitution and Texas Government Code Section 272.001.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support innovation

Attachment Title(s): **Tract of Land Located at 288 and MacGregor**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

Tract of land located at 288 and MacGregor (Riverside Center)

Figure 1 – Location Map of Subject Parcel (Tract outlined in Red.)

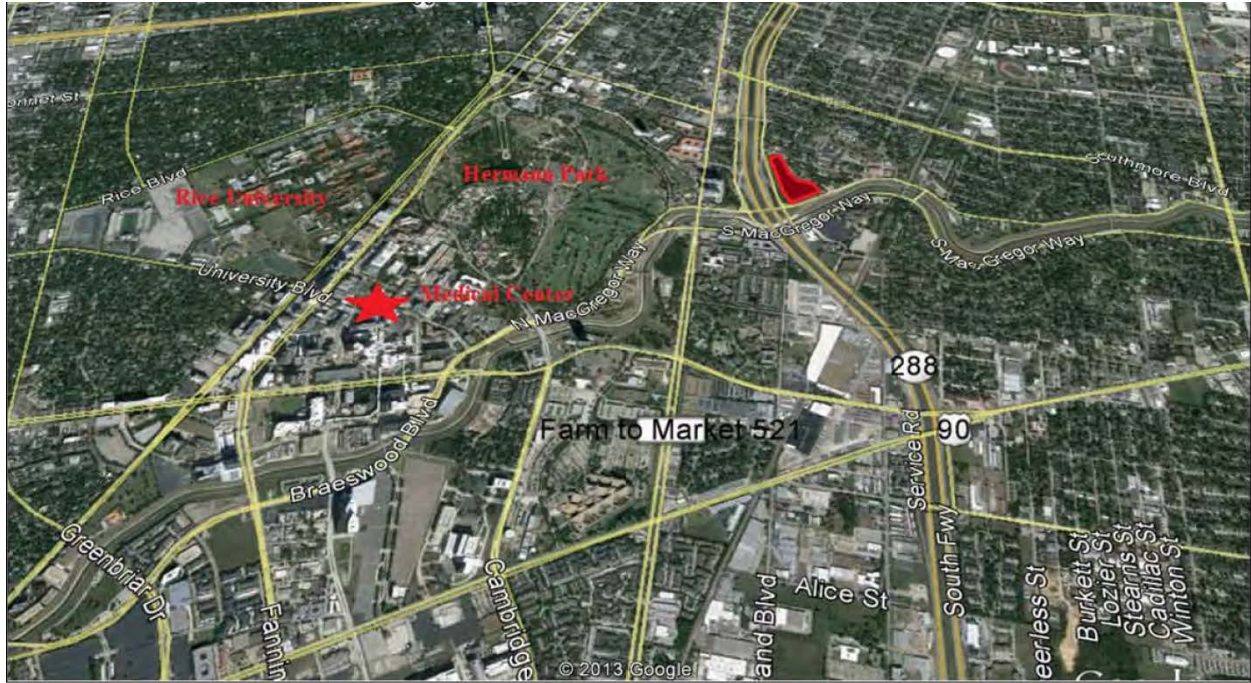
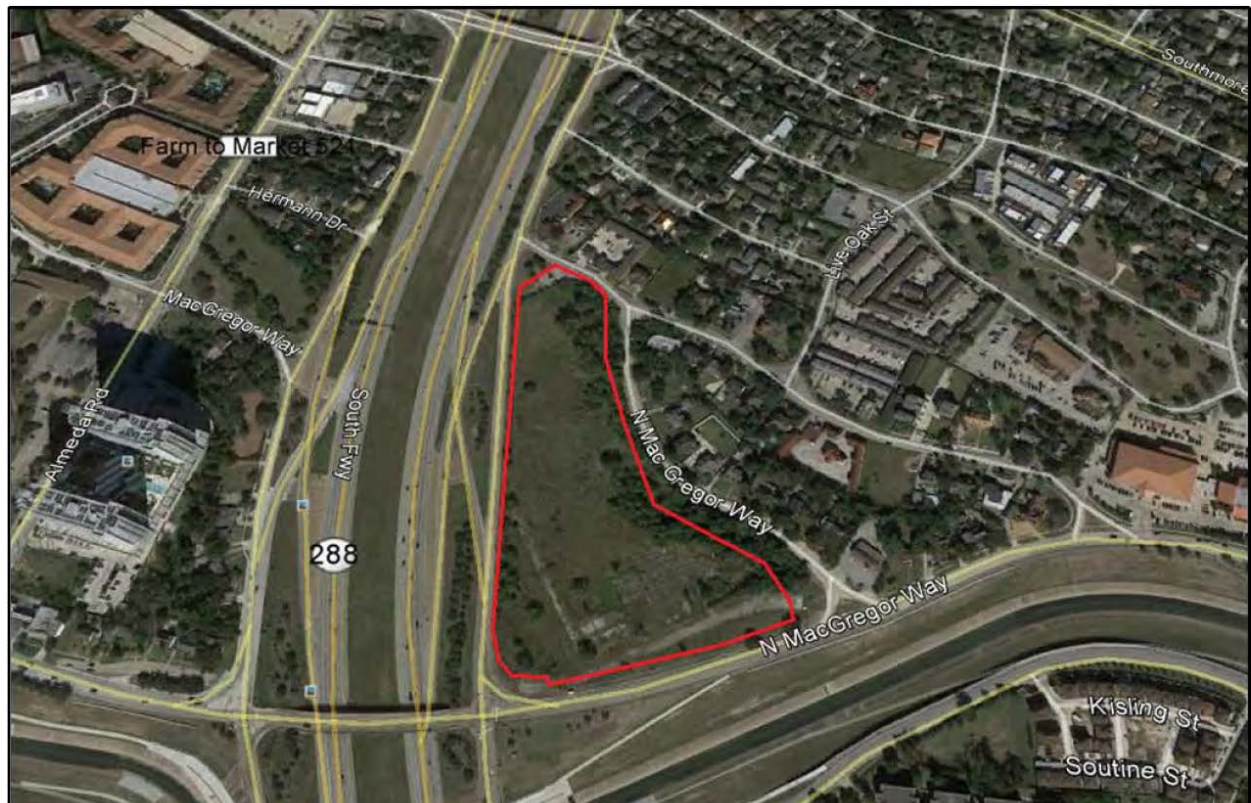


Figure 2 – Aerial Photo of Subject Parcel (Tract outlined in Red.)



ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
4	Proposed Restricted Fund Budget for Fiscal Year 2015-2016	Dr. Cesar Maldonado Teri Zamora

RECOMMENDATION

Approve the proposed Restricted Fund Budget for Fiscal Year 2015-2016 in the amount of \$134,274,043.

COMPELLING REASON/RATIONALE

Funds which are restricted as to purpose are received by the college from federal, state, and other sources. These are used primarily for targeted grant activities, financial aid, and payment of employee benefits.

DESCRIPTION OR BACKGROUND

Budgets are not set up until funding documents are received and grant documents are executed, where applicable. Grants are applied for and received at various times throughout the year. The attached budget reflects known approved funding sources as of this date. A number of grant applications have been submitted and are pending approval; other grant applications are under preparation. In compliance with Board Policies B.1.3.3 and B.1.3.4, the college may apply for grants and contract with governmental and non-governmental grantors, where the purposes of the grants are in alignment and support of the College's institutional goals and strategic plan.

FISCAL IMPACT

Fiscal Year 2015-2016 in the amount of \$134,274,043.

LEGAL REQUIREMENT

N/A

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **Proposed Restricted Fund Budget for Fiscal Year 2015-2016**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

HOUSTON COMMUNITY COLLEGE
FY 2015-2016 Proposed Budget Summary
Restricted Fund

	Original Budget FY2015	Change Increase (Decrease)	Proposed Budget FY2016	Applied for/Pending Awards
REVENUES				
Grants				
Federal Grants	9,800,004	(207,664)	9,592,340	3,388,187
State Grants	2,019,345	(562,650)	1,456,695	150,000
City/Other Grants	3,893,177	(1,764,946)	2,128,231	-
Student Financial Aid	105,567,359	1,432,641	107,000,000	-
Total Grant Revenues	\$ 121,279,885	(1,102,619)	\$ 120,177,266	\$ 3,538,187
Staff Benefits				
Group Insurance State Contribution	9,984,372	612,405	10,596,777	-
State Retirement	3,500,000	-	3,500,000	-
Total Available Funding	\$134,764,257	(\$490,214)	\$134,274,043	\$3,538,187
EXPENDITURES BY PROGRAM TYPE				
Student Services	1,314,614	283,035	1,597,649	
Workforce Development	2,410,111	(306,387)	2,103,724	
Student Aid	105,567,359	1,432,641	107,000,000	
Instruction	3,333,444	(1,417,795)	1,915,649	
Community Service	8,654,357	(1,094,113)	7,560,244	
Staff Benefits	13,484,372	612,405	14,096,777	
Total Restricted Expenditures	\$ 134,764,257	(490,214)	\$ 134,274,043	

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
5	Proposed Auxiliary Fund Budget for Fiscal Year 2015-2016	Dr. Cesar Maldonado Teri Zamora

RECOMMENDATION

Approve the proposed Auxiliary Fund Budget for Fiscal Year 2015-2016 in the amount of \$11,026,230.

COMPELLING REASON/RATIONALE

As defined by the National Association of College and University Business Officers (NACUBO), Auxiliary Enterprises are defined as programs that "...furnish services directly or indirectly to students, faculty, or staff and charge fees related to, but not necessarily equal to, the cost of services."

DESCRIPTION OR BACKGROUND

Auxiliaries are generally expected to provide quality services to students at rates competitive with the private sector, to maintain adequate but not excessive reserves, to satisfy expectations of ongoing fiscal solvency, and to use a portion of their resources for the broader purposes of the institution.

FISCAL IMPACT

Fiscal Year 2015-2016 in the amount of \$11,026,230.

LEGAL REQUIREMENT

N/A

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **1. Proposed Auxiliary Fund Budget for Fiscal Year 2015-2016**
2. Auxiliary Scholarship Plan

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

**HOUSTON COMMUNITY COLLEGE
PROPOSED AUXILIARY BUDGET
FISCAL YEAR 2015- 2016**

	Uncommitted Portion								International Portion		Committed Portion			Auxiliary Total
	Scholarships	Main Leasing	Misc Auxiliary*	Foundation	Marketing - Media Purchases	Bookstore Commission	International Student Services	Café Club NEO	Saigon Tech	International Student Travel	Vending Commission**	Student Activity Fee**	Student Recreation Fee**	Total
Revenues	0	5,600,000	628,000	0	0	2,600,000	0	520,000	66,000	0	150,000	1,100,000	950,000	11,614,000
Expenses														
Salaries & Benefits	0	383,116	892,409	122,570	0	0	420,696	321,688	1,800	0	0	45,555	283,180	2,471,014
Supplies/Gen/Other	0	49,875	122,742	30,500	0	0	24,600	224,805	20,100	0	150,000	798,316	550,927	1,971,865
Travel	0	600	34,784	6,000	0	0	15,000	0	13,300	100,000	0	0	0	169,684
Rentals/Leases	0	5,344	38,175	0	0	0	0	3,900	0	0	0	0	0	47,419
Scholarships	1,500,000	0	0	0	0	0	0	0	0	0	0	0	0	1,500,000
Contract Services	0	1,059,994	472,800	50,000	2,200,000	0	0	4,937	0	0	0	0	0	3,787,731
Utilities	0	555,000	0	0	0	0	0	7,558	0	0	0	0	0	562,558
Departmental Expenses	0	2,100	387,799	0	0	0	0	0	0	0	0	0	0	389,899
Other	0	66,366	42,819	0	0	0	1,000	15,875	0	0	0	0	0	126,060
Total Expenses	1,500,000	2,122,395	1,991,528	209,070	2,200,000	0	461,296	578,763	35,200	100,000	150,000	843,871	834,107	11,026,230
Net Revenues - FY2016 Budget	(1,500,000)	3,477,605	(1,363,528)	(209,070)	(2,200,000)	2,600,000	(461,296)	(58,763)	30,800	(100,000)	0	256,129	115,893	587,770
Net Revenues Portion Subtotal								284,948		(69,200)			372,022	587,770
Anticipated Fund Balance 8/31/15								2,900,000		2,000,000			2,500,000	7,400,000
Anticipated Fund Balance 8/31/16								3,184,948		1,930,800			2,872,022	7,987,770

* Expenditures include mailroom, child day care, Minority Male Initiative, Government Relations, Miscellaneous Administrative costs, Mobile Go, etc.

** Funds are committed to specified services related to students

**AUXILIARY SCHOLARSHIP PLAN
FISCAL YEAR 2015-2016**

The \$1,500,000 in Scholarships provided for in the Auxiliary budget are planned to be utilized in the following ways:

Honors Scholarship	\$100,000 Award amounts as needed	Target Group – Honors College students with unmet need Provides consistent, dedicated funding stream for Honors College students
Chancellor’s Scholarship	\$250,000 Award \$300 per semester	Target Group – Students with more than 30 SCH at HCC, with a cumulative 4.0 GPA Encourages high performing students to stay at HCC, continue to perform well and complete
Impact Scholarship	\$1,150,000 Award \$1,000 per semester	Target Group – Students within defined household incomes and Expected Family Contributions, who receive limited or no Pell, and GPA > 2.9 (new students have no initial GPA requirement). This group typically relies on loans and/or progresses very slowly through coursework due to financial constraints. Awards will be made until funds are expended. Encourages low income students without access to the majority of Pell to persist, take more hours, and avoid debt.
Total	\$1,500,000	

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
6	Investment Report for the Month of July 2015	Dr. Cesar Maldonado Teri Zamora

RECOMMENDATION

Approve the Investment Report for the month of July 2015.

COMPELLING REASON/RATIONALE

The monthly report advises the Board on the status of the investment portfolio and complies with the relevant statute.

DESCRIPTION OR BACKGROUND

This report provides information related to the various investments of the college, including book values and market values.

FISCAL IMPACT

The interest income earned and earnings credit for the month totaled \$243,610 and the interest income earned and earnings credit for the fiscal year to date totaled \$2,311,170. The weighted average interest rate (WAR) at July 31, 2015 is .45%.

The Investment Report attached identifies HCC's investment holdings for the month ending July 31, 2015. It includes the unexpended proceeds of the various bond issues. The portfolio is highly liquid and secure with 76% of the assets invested in local government pools, money markets funds, short-term certificates of deposit and interest bearing checking accounts. All pools and money market funds are rated at the highest level. Certificates of deposit, high yield savings and other bank deposits are secured with U.S. Treasuries/agencies. The balance of the portfolio is invested in U.S. Treasuries and government-sponsored entities/agencies with "AAA" credit ratings. Interest rates have remained historically low.

LEGAL REQUIREMENT

This report is required by the Public Funds Investment Act (Texas Government Code 2256.023) to be submitted to the governing body of Houston Community College no less than quarterly.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **Investment Report - July 2015**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

**HOUSTON COMMUNITY COLLEGE SYSTEM
INVESTMENT PORTFOLIO COMPOSITION
As of JULY 31, 2015**

Beginning Book Value (JULY 1, 2015)	\$	554,672,507
Beginning Market Value (JULY 1, 2015)	\$	554,312,081
Additions/subtractions (Book value - Net)	\$	(12,202,288) *
Change in Market value	\$	87,610
Ending Book value (JULY 31, 2015)	\$	542,470,219
Ending Market value (JULY 31, 2015)	\$	542,197,411
Unrealized Gain/(Loss)	\$	(272,809)
WAM (76% of Portfolio's weighted average maturity - All Funds)		1

This report is in compliance with the investment strategies approved in Houston Community College System investment policy and is in accordance with the Public Funds Investment Act of 1999.

Note: This month's Investment does not include \$4,756,288 on deposit with Bank Of America which is earning higher than market yield from earning credits.

* Net amount provided/used for Operations	(5,056,394)
Net amount provided/used for CIP /Others	(7,145,893)
	<u>(12,202,288)</u>

**EXECUTIVE SUMMARY
INVENTORY HOLDINGS REPORT
July 31, 2015**

	<u>Ending Book Value</u>	<u>Ending Market Value</u>	<u>Unrealized Gain (Loss)</u>
US Treasuries	18,986,800	18,988,901	2,101
US Agencies	110,292,351	110,017,441	(274,910)
Local government pools	10,128,719	10,128,719	-
Money market funds	175,520,315	175,520,315	-
High yield savings	5,294,480	5,294,480	-
Certificates of deposit	195,250,000	195,250,000	-
Interest bearing checking	26,997,554	26,997,554	-
Total	<u>542,470,219</u>	<u>542,197,411</u>	<u>(272,809)</u>
WAR (weighted average interest rate)		<u>0.45%</u>	

INVESTMENTS
INVENTORY HOLDINGS REPORT (OPERATING AND OTHERS)
As of JULY 31, 2015

Description	Held At	Coupon Rate	Purchase Date	Maturity Date	Par	Beginning Mkt. Value	Beginning Book Value	Purchased (Redeemed)	Ending Book Value	Ending Mkt. Value	Change in Mkt. Value	Unrealized Gain/(Loss)
Fannie Mae ARM Pool 708686	Bank of America	2.48%	02/22/05	05/01/33	51,640	54,925	53,237	(188)	53,049	52,763	(1,968)	(286)
Fannie Mae ARM Pool 805454	Bank of America	2.64%	12/23/04	12/01/34	45,449	46,874	51,456	(149)	51,307	48,507	1,768	(2,800)
Federal Farm Credit Bank US Domestic Bond	Bank of America	0.40%	08/03/12	08/03/15	1,000,000	1,000,192	1,000,000	0	1,000,000	1,000,000	(192)	-
Federal Home Loan Bank US Domestic Multi-step cpn Bond Structured Note	Bank of America	1.50%	07/30/12	07/30/27	2,000,000	1,906,682	2,000,000	0	2,000,000	1,926,224	19,542	(73,776)
Freddie Mac Domestic MTN Unsecured Bond	Bank of America	1.00%	08/22/12	02/22/18	1,000,000	996,387	1,000,000	0	1,000,000	996,709	322	(3,291)
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	01/23/15	01/22/16	2,000,000	2,000,314	1,999,720	0	1,999,720	2,000,138	(176)	418
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.52%	07/10/14	09/12/16	1,080,000	1,078,350	1,078,304	0	1,078,304	1,078,190	(160)	(114)
Federal Home Loan Bank US Domestic Multi-step cpn Bond Structured Note	Bank of America	2.00%	07/30/12	07/30/27	1,080,000	1,017,946	1,080,000	0	1,080,000	1,028,532	10,586	(51,468)
Federal Home Loan Bank US Domestic Multi-step cpn Bond Structured Note	Bank of America	2.00%	08/27/12	11/27/24	1,600,000	1,557,685	1,600,000	0	1,600,000	1,570,408	12,723	(29,592)
Federal Home Loan Bank US Domestic Multi-step cpn Bond Structured Note	Bank of America	2.00%	07/30/12	07/30/27	2,675,000	2,571,889	2,675,000	0	2,675,000	2,598,425	26,536	(76,575)
Federal Farm Credit Bank US Domestic Unsecured	Bank of America	1.00%	04/11/13	04/11/18	10,000,000	9,974,830	10,000,000	0	10,000,000	9,983,400	8,570	(16,600)
Fannie Mae US Domestic Multi-step cpn Bond Structured Note	Bank of America	0.80%	06/13/13	06/13/18	10,000,000	9,977,440	10,000,000	0	10,000,000	9,992,580	15,140	(7,420)
Federal Home Loan Bank US Domestic Multi-step CPN BND Unsecured series 0001	Bank of America	1.38%	06/30/14	06/26/19	5,000,000	5,011,845	5,000,000	0	5,000,000	5,009,290	(2,555)	9,290
U.S. Treasury Notes US Govt. National	Bank of America	0.50%	07/10/14	06/30/16	4,000,000	4,006,564	4,001,250	0	4,001,250	4,006,876	312	5,626
Federal Farm Credit Bank US Domestic Unsecured	Bank of America	1.22%	09/24/14	09/18/17	3,000,000	3,004,653	2,999,670	0	2,999,670	3,002,928	(1,725)	3,258
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	02/02/15	01/26/16	5,000,000	5,001,870	5,000,000	0	5,000,000	5,001,270	(600)	1,270
Fannie Mae US Domestic Multi-step cpn Bond Structured Note	Bank of America	0.65%	04/01/15	12/26/17	2,000,000	2,000,028	2,000,000	0	2,000,000	2,001,230	1,202	1,230
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	04/07/15	03/11/16	5,000,000	4,998,850	4,998,425	0	4,998,425	4,998,915	65	490
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	04/07/15	03/11/16	5,000,000	4,998,850	4,998,425	0	4,998,425	4,998,915	65	490
Federal Home Loan Bank US Domestic series 000 unsecured	Bank of America	0.75%	04/13/15	04/13/17	2,775,000	2,773,968	2,775,000	0	2,775,000	2,774,442	475	(558)
Freddie Mac Global Unsecured Bond	Bank of America	0.70%	05/21/15	01/27/17	5,000,000	4,994,130	4,994,550	0	4,994,550	4,992,600	(1,530)	(1,950)
Federal Home Loan Bank GLOBAL Unsecured	Bank of America	0.25%	05/21/15	10/28/16	5,000,000	4,996,065	5,000,000	0	5,000,000	4,995,345	(720)	(4,655)
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	05/21/15	04/29/16	5,000,000	4,997,090	4,998,850	0	4,998,850	4,996,045	(1,045)	(2,805)
U.S. Treasury Notes US Govt. National	Bank of America	0.50%	05/21/15	03/31/17	5,000,000	4,994,920	4,995,300	0	4,995,300	4,994,920	-	(380)
U.S. Treasury Notes US Govt. National	Bank of America	0.50%	05/21/15	10/31/16	5,000,000	4,996,875	4,996,500	0	4,996,500	4,995,310	(1,565)	(1,190)
Federal Farm Credit Bank US Domestic Unsecured	Bank of America	1.22%	05/21/15	03/27/17	5,000,000	4,992,925	4,993,550	0	4,993,550	4,992,775	(150)	(775)
U.S. Treasury Notes US Govt. National	Bank of America	0.50%	05/21/15	04/30/17	5,000,000	4,991,795	4,993,750	0	4,993,750	4,991,795	-	(1,955)
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.25%	05/26/15	05/26/16	5,000,000	4,992,975	4,996,500	0	4,996,500	4,994,480	1,505	(2,020)
Freddie Mac MTN Domestic Unsecured Bond	Bank of America	0.70%	05/29/15	08/25/17	10,000,000	9,979,910	10,000,000	0	10,000,000	9,982,570	2,660	(17,430)
Freddie Mac MTN Domestic Unsecured Bond	Bank of America	0.70%	05/29/15	05/25/17	5,000,000	5,000,645	5,000,000	0	5,000,000	5,000,410	(235)	410
Federal Home Loan Bank US Domestic Unsecured	Bank of America	0.60%	06/17/15	05/25/17	5,000,000	4,998,685	5,000,000	0	5,000,000	4,998,110	(575)	(1,890)

Description	Held At	Coupon Rate	Purchase Date	Maturity Date	Par	Beginning Mkt. Value	Beginning Book Value	Purchased (Redeemed)	Ending Book Value	Ending Mkt. Value	Change in Mkt. Value	Unrealized Gain/(Loss)
Freddie Mac MTN Domestic Unsecured Bond	Bank of America	0.88%	06/30/15	06/30/17	5,000,000	5,002,905	5,000,000	0	5,000,000	5,002,240	(665)	2,240
Plant Fund Interest Checking (10060-7201)	Bank Of America	0.11%	07/01/15			66,488	66,488	7	66,495	66,495	0	0
Debt Service 2001A Bond Int Checking (10080)	Bank Of America	0.11%	07/01/15			2,158,057	2,158,057	(1,719,853)	438,203	438,203	0	0
HCCS Merchant service (10012)	Bank Of America	0.30%	07/01/15			24,462,130	24,462,130	(5,516,690)	18,945,441	18,945,441	0	0
Checking Acoount- 10010-7306-2006 Jr. lien	Bank Of America	0.11%	07/01/15			229	229	0	229	229	0	0
LTD2013 Tax Bond Grneral Checking A/C (10090)	Bank Of America	0.11%	07/01/15			10,604,766	10,604,766	(4,990,105)	5,614,662	5,614,662	0	0
LTD2003 Tax Bond Checking A/C (10092)	Bank Of America	0.11%	07/01/15			1,930,722	1,930,722	386	1,931,108	1,931,108	0	0
Managed PFI Account-10100-1110	Bank Of America	0.20%	07/01/15			1,416	1,416	0	1,416	1,416	0	0
Merrill Lynch, Pierce, Fenner & smith (1110)	Bank Of America	0.04%	07/01/15			455,840	455,840	15	455,855	455,855	0	0
Public Fund Money Market_Premier (159406615)	Regions Bank	0.18%	07/01/15			68,593,830	68,593,830	(15,355,885)	53,237,945	53,237,945	0	0
Public Fund Money Market_Premier (185913820)- fund 1110	Regions Bank	0.15%	07/01/15			106,447,130	106,447,130	15,379,385	121,826,515	121,826,515	0	0
Chase High Yield Savings (A/C 2049911718)	Chase Bank	0.03%	07/01/15			3,766,178	3,766,178	99	3,766,277	3,766,277	0	0
Chase High Yield Savings (A/C 3000684286)	Chase Bank	0.03%	07/01/15			1,528,165	1,528,165	39	1,528,203	1,528,203	0	0
Fixed Time Deposit with Unity Bank	Unity Bank	0.26%	06/09/15	06/09/16		100,000	100,000	0	100,000	100,000	0	0
Fixed Time Deposit with Unity Bank	Unity Bank	0.25%	10/18/14	10/18/15		150,000	150,000	0	150,000	150,000	0	0
Certificate of Deposit	Chase Bank	0.43%	03/22/13	09/22/15		50,000,000	50,000,000	0	50,000,000	50,000,000	0	0
Certificate of Deposit	Chase Bank	0.49%	07/25/13	01/24/16		5,000,000	5,000,000	0	5,000,000	5,000,000	0	0
Certificate of Deposit	Chase Bank	0.50%	04/03/13	04/03/16		40,000,000	40,000,000	0	40,000,000	40,000,000	0	0
Certificate of Deposit	Chase Bank	0.49%	07/25/13	07/24/16		5,000,000	5,000,000	0	5,000,000	5,000,000	0	0
Certificate of Deposit	Chase Bank	0.69%	03/22/13	03/22/17		30,000,000	30,000,000	0	30,000,000	30,000,000	0	0
Certificate of Deposit	Chase Bank	0.49%	07/25/13	07/24/17		5,000,000	5,000,000	0	5,000,000	5,000,000	0	0
Certificate of Deposit	Chase Bank	0.99%	03/23/13	03/21/18		20,000,000	20,000,000	0	20,000,000	20,000,000	0	0
Certificate of Deposit	Chase Bank	0.98%	03/22/13	03/22/18		20,000,000	20,000,000	0	20,000,000	20,000,000	0	0
Certificate of Deposit	Chase Bank	1.02%	04/03/13	04/03/18		20,000,000	20,000,000	0	20,000,000	20,000,000	0	0
Corporate Overnight Fund	Lone Star	0.15%	07/01/15			1,598,051	1,598,051	195	1,598,246	1,598,246	0	0
Tex Pool	State Street Bank	0.06%	07/01/15			8,530,016	8,530,016	456	8,530,472	8,530,472	0	0
TOTAL						554,312,081	554,672,507	(12,202,288)	542,470,219	542,197,411	87,610	(272,809)

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
7	Monthly Financial Statement and Budget Review for July 2015	Dr. Cesar Maldonado Teri Zamora

RECOMMENDATION

Approve the Financial Statement for the month of July 2015.

COMPELLING REASON/RATIONALE

The monthly report advises the Board on the status of the finance of the college.

DESCRIPTION OR BACKGROUND

This report provides information related to the various funds of the college, including fund balances, comparison to previous year and comparison to budget.

FISCAL IMPACT

Awareness and review of financial information throughout the year helps to inform decision making, and allows for mid-year adjustments, as needed.

LEGAL REQUIREMENT

N/A

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **Financial Statement - July 2015**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100



Summary Operating Statements

**For the Period
September 1, 2014 - July 31, 2015
For the Meeting of the Board of Trustees - September 10, 2015**

**for
Houston Community College System
&
Houston Community College Public Facility Corporation**



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For the Period September 1, 2014 - July 31, 2015

Houston Community College System

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Houston Community College System
Summary of Financial Statements
As of July 31, 2015

In the Unrestricted Fund as of July 31, 2015, total revenue received is \$303.2 million. This represents 101.5% of budgeted annual revenues of \$298.7 million. Expenses total \$261.7 million to date; which is 85.3% of the total expense budget of \$306.7 million. Compared with the same time last year, revenue shows a 6% increase, and expenses are 1% higher than the prior year. Actual net revenue is \$41.5 million to-date. That translates into a like amount increase in fund balance.

Tuition and fee revenue shows a 2.7% increase year-to-date, namely due to increases in enrollment. Tuition and fee revenue for Extended Learning shows a 35.8% increase due partially to an increase in enrollment and also largely to a differential category fee created for out-of-state and international students taking non-credit courses.

Salaries increased 4%. This increase is due namely to an across the board salary increases of 2% for full-time employees and an increase in part-time faculty salary rates.

Expenses related to supplies, instruction and other materials, and capital outlays have decreased. Decreases have resulted primarily from greater oversight of expenditures and discontinuation of the practice of allowing current unrestricted fund purchase orders to roll into the next fiscal year.

HOUSTON COMMUNITY COLLEGE SYSTEM
Unaudited Fund Balances and Activities - All Funds
as of July 31, 2015

	Unrestricted	Restricted	Auxiliary	Loan & Endowments	Scholarship	Agency	Unexpended Plant	Capital and Technology	Retirement of Debt	Investment in Plant	Public Facility Corp.	Grand Total
Fund Balance as of 9/1/2014, Audited	\$ 100,704,814	\$ 8,760,527	\$ 6,048,536	\$ 509,932	\$ -	\$ (59,601)	\$ 5,418,977	\$ -	\$ 36,581,244	\$ 221,786,019	\$ (5,898,375)	\$ 373,852,073
Revenues	303,233,579	27,114,329	13,610,543	-	107,197,792	-	2,575,765	-	53,215,708	546,067	2,198,698	509,692,482
Expenses												
Salaries	159,382,879	5,398,508	4,379,652	-	2,691,104	-	205,247	-	-	-	-	172,057,390
Employee Benefits	17,884,682	12,641,708	942,792	-	303	-	46,760	-	-	-	-	31,516,245
Supplies & General Exp	3,933,340	218,358	1,038,891	-	-	-	2,748	154,056	-	-	-	5,347,393
Travel	918,375	182,364	222,472	-	-	-	844	-	-	-	-	1,324,055
Marketing Costs	1,052,260	29,265	17,721	-	-	-	-	-	-	-	-	1,099,246
Rentals & Leases	2,156,934	122,339	56,811	-	-	-	5,304	-	-	-	-	2,341,388
Insurance/Risk Mgmt	6,423,136	6,706	6,106	-	-	-	-	-	-	-	-	6,435,948
Contracted Services	19,831,060	3,342,617	1,463,248	-	-	-	1,212,577	15,520	297,815	-	-	26,162,836
Utilities	7,512,585	-	384,543	-	-	-	-	-	-	-	-	7,897,128
Other Departmental Expenses	1,558,518	105,441	3,076,267	-	-	-	489	-	-	-	-	4,740,715
Instructional and Other Materials	7,263,414	375,006	201,900	-	-	-	807,737	6,229	-	-	-	8,654,286
Maintenance and Repair	855,159	429,934	15,520	-	258,863	-	74,392	27,854	-	-	-	1,661,723
Transfers (In)/Out*	30,519,910	4,250,000	-	-	(3,279,240)	-	(1,376,579)	(8,250,000)	(19,559,791)	(2,304,299)	-	0
Debt	212,159	-	-	-	-	-	-	-	58,527,987	1,263,134	0	60,003,280
Capital Outlay	2,207,870	737,284	-	-	-	-	68,179,244	1,786,033	-	-	5,269	72,915,700
Depreciation	-	-	-	-	-	-	-	-	-	18,462,144	-	18,462,144
Scholarship Distribution					107,455,359							107,455,359
Total Expenses	261,712,281	27,839,531	11,805,923	-	107,126,389	-	69,158,762	(6,260,308)	39,266,011	17,420,979	5,269	528,074,834
NET REVENUE/(EXPENSES)	41,521,298	(725,202)	1,804,620	-	71,404	-	(66,582,997)	6,260,308	13,949,697	(16,874,912)	2,193,429	(18,382,354)
Fund Balance Entries	685,988	6,718	(7,210)			59,601	61,038,868	-		44,061,754	570,661	106,416,381
Fund Balance as of 07/31/2015	\$ 142,912,100	\$ 8,042,043	\$ 7,845,946	\$ 509,932	\$ 71,404	\$ -	\$ (125,152)	\$ 6,260,308	\$ 50,530,942	\$ 248,972,862	\$ (3,134,285)	\$ 461,886,100

*Transfers include student revenue bond payment funds, scholarship matching funds, and transfers to Unexpended Plant and Capital and Technology Funds

HOUSTON COMMUNITY COLLEGE SYSTEM
Comparison to Budget and Comparison to Previous Fiscal Year
as of July 31, 2015
91.7% of Year Expended

HCCS CURRENT UNRESTRICTED

	Year-to-Date Actuals Thru July 31, 2015	FY2015 Budget	Actuals as a % of Budget	Year-to-Date Actuals Thru July 31, 2015	Year-to-Date Actuals Thru July 31, 2014	Increase (Decrease) FY2015 Compared to FY2014	% Increase (Decrease)
REVENUES							
State Appropriations	\$ 62,586,744	\$ 69,202,364	90.4%	\$ 62,586,744	\$ 62,633,215	\$ (46,471)	-0.1%
Ad Valorem Taxes	123,676,120	114,968,081	107.6%	123,676,120	111,653,747	12,022,373	10.8%
Tuition, Net	40,571,806	40,308,204	100.7%	40,571,806	39,155,342	1,416,464	3.6%
Fees	64,703,764	64,784,694	99.9%	64,703,764	63,323,026	1,380,738	2.2%
Other Local Income	2,113,917	2,247,796	94.0%	2,113,917	2,128,472	(14,554)	-0.7%
Tuition & Fee, Net	9,138,665	6,565,665	139.2%	9,138,665	6,730,197	2,408,468	35.8%
-- Extended Learning							
Indirect Cost Revenues, Grant	442,563	619,663	71.4%	442,563	556,546	(113,983)	-20.5%
Total Revenues	303,233,579	298,696,467	101.5%	303,233,579	286,180,544	17,053,035	6.0%
Fund Balance Transfers In	-	8,000,000	0.0%	-	-	-	0.0%
Total Revenues and Fund Balance Transfer	\$ 303,233,579	\$ 306,696,467	98.9%	\$ 303,233,579	\$ 286,180,544	\$ 17,053,035	6.0%
EXPENSES							
Salaries	159,382,879	180,798,632	88.2%	159,382,879	153,240,780	6,142,099	4.0%
Employee Benefits	17,884,682	20,230,175	88.4%	17,884,682	16,915,759	968,923	5.7%
Supplies Gen Exp	3,933,340	6,082,006	64.7%	3,933,340	4,557,103	(623,763)	-13.7%
Travel	918,375	1,312,359	70.0%	918,375	911,477	6,898	0.8%
Marketing Costs	1,052,260	1,471,829	71.5%	1,052,260	982,405	69,855	7.1%
Rental & Leases	2,156,934	2,392,351	90.2%	2,156,934	2,178,026	(21,092)	-1.0%
Insurance/Risk Mgmt	6,423,136	7,264,650	88.4%	6,423,136	6,450,392	(27,256)	-0.4%
Contract Services	19,831,060	25,303,650	78.4%	19,831,060	20,867,637	(1,036,577)	-5.0%
Utilities	7,512,585	10,279,217	73.1%	7,512,585	7,490,956	21,629	0.3%
Other Departmental Expenses	1,558,518	2,477,541	62.9%	1,558,518	2,142,435	(583,917)	-27.3%
Instructional & Other Materials	7,263,414	9,257,239	78.5%	7,263,414	6,853,993	409,422	6.0%
Maintenance & Repair	855,159	1,409,092	60.7%	855,159	1,295,070	(439,911)	-34.0%
Transfers/Debt	30,732,069	33,108,756	92.8%	30,732,069	29,072,557	1,659,512	5.7%
Contingency	-	1,216,663	0.0%	-	-	-	0.0%
Capital Outlay	2,207,870	4,092,307	54.0%	2,207,870	6,206,480	(3,998,610)	-64.4%
Total Expenses	\$ 261,712,281	\$ 306,696,467	85.3%	\$ 261,712,281	\$ 259,165,069	2,547,212	1.0%
NET REVENUE/(EXPENSES)	\$ 41,521,298	\$ -	0.0%	\$ 41,521,298	\$ 27,015,475	\$ 14,505,823	53.7%

HOUSTON COMMUNITY COLLEGE SYSTEM

Auxiliary Budget By Fund as of July 31, 2015

Auxiliary Funds - Uncommitted Portion

	Main Leasing	Misc. Auxiliary *	Foundation	Marketing	Bookstore Commission	International Student Services	Cafe Club NEO 3100 Main	Scholarships	Subtotal Uncommitted
Fund Balance – September 1, 2014									\$ 2,067,478
FY2015									
Revenue	5,189,881	495,464	-	-	1,959,311	-	467,860	-	<u>8,112,515</u>
Salaries	207,157	470,681	95,161			300,371	213,799		1,287,169
Benefits	52,756	106,113	21,946			69,730	52,053		302,597
Supplies Gen Exp	48,435	169,331	30,205				12,716		260,687
Travel		9,683	5,967			22,283			37,933
Marketing Costs		17,721							17,721
Rental & Leases	5,247	37,925					1,614		44,786
Contract Services	806,497	349,934	41,898				823		1,199,151
Utilities	379,443						5,100		384,543
Departmental Expenses		332,368		2,664,286		22,958			3,019,613
Instructional & Other	762						201,138		201,900
Materials									
Maintenance & Repair	1,204	4,009					10,307		15,520
Insurance/Risk Mgmt									-
Exemptions and Waivers								390,435	390,435
Transfer/Debt									-
Capital Outlay									-
Total Expense	<u>1,501,500</u>	<u>1,497,765</u>	<u>195,177</u>	<u>2,664,286</u>	<u>-</u>	<u>415,343</u>	<u>497,549</u>	<u>390,435</u>	<u>7,162,056</u>
Contribution to Fund Balance	<u>3,688,381</u>	<u>(1,002,301)</u>	<u>(195,177)</u>	<u>(2,664,286)</u>	<u>1,959,311</u>	<u>(415,343)</u>	<u>(29,689)</u>	<u>(390,435)</u>	<u>950,459</u>
Auxiliary Fund Balance - Uncommitted Portion									<u><u>\$ 3,017,936</u></u>

* Expenditures in this category include mailroom, child day care, Minority Male Initiative, Govt. Relation, Mobile Go, etc.

HOUSTON COMMUNITY COLLEGE SYSTEM

Auxiliary Budget By Fund

as of July 31, 2015

Auxiliary Funds - International and Committed Portions

	International			Committed					Total
	Saigon Tech	Qatar	Subtotal International	Minority Business Development Agency	Student Vending Commission	Student Activity Fee	Student Athletic Fee	Subtotal Committed	Total Auxiliary
Fund Balance – September 1, 2014			\$ 1,732,695	\$ 7,210	\$ 293,729	\$ 968,768	\$ 978,657	\$ 2,248,364	\$ 6,048,536
FY2015									
Revenue	46,666	3,790,196	3,836,862	-	119,000	1,104,695	890,691	2,114,386	14,063,763
Salaries	1,800	2,793,395	2,795,195		28,250	66,461	202,577	297,287	4,379,652
Benefits		590,719	590,719			713	48,763	49,476	942,792
Supplies Gen Exp	189	1,226	1,416		39,210	603,138	134,440	776,788	1,038,891
Travel	26,120	13,454	39,574		2,030	86,840	56,095	144,965	222,472
Marketing Costs			-					-	17,721
Rental & Leases			-				12,025	12,025	56,811
Contract Services		72,000	72,000		3,650	60,100	128,346	192,096	1,463,248
Utilities			-					-	384,543
Departmental Expenses		3,595	3,595		16,260	9,380	27,418	53,059	3,076,267
Instructional & Other			-					-	201,900
Materials			-					-	15,520
Maintenance & Repair			-					-	6,106
Insurance/Risk Mgmt			-			2,457	3,649	6,106	6,106
Exemptions and Waivers			-		2,400	58,605	1,780	62,785	453,220
Transfer			-					-	-
Capital Outlay			-					-	-
Total Expense	28,109	3,474,389	3,502,499	-	91,800	887,694	615,093	1,594,588	12,259,143
Contribution to Fund Balance	18,557	315,806	334,363	-	27,200	217,001	275,598	519,799	1,804,620
Auxiliary Fund Balance - Intl, Committed, Total			\$ 2,067,058	\$ 7,210	\$ 320,929	\$ 1,185,769	\$ 1,254,255	\$ 2,768,162	\$ 7,853,156

HOUSTON COMMUNITY COLLEGE
FY 2014-15 Adjusted Budget by Colleges
as of July 31, 2015

Budgeted Expenditures	CENTRAL	NORTH WEST	NORTH EAST	SOUTH WEST	SOUTH EAST	COLEMAN	EXTENDED LEARNING	SYSTEM	Grand Total
Salary	\$ 24,660,625	\$ 26,342,350	\$ 19,510,326	\$ 26,774,806	\$ 16,346,791	\$ 12,004,543	\$ 10,866,247	\$ 44,292,944	\$ 180,798,632
Employee Benefits	-	-	-	-	-	-	-	20,230,175	20,230,175
Supplies & Gen	295,152	286,313	249,354	361,670	311,075	288,622	168,272	4,121,548	6,082,006
Travel	125,072	141,075	37,305	65,921	47,858	131,270	59,534	704,324	1,312,359
Marketing Costs	31,334	30,339	53,870	31,259	139,341	12,692	230,863	942,131	1,471,829
Rentals & Leases	2,270	77,158	944,732	478,901	54,939	453,109	22,110	359,132	2,392,351
Insurance/Risk Mgmt	1,004	233	-	98	-	-	-	7,263,315	7,264,650
Contracted Services	342,292	270,912	71,665	25,109	65,183	290,883	14,544	24,223,062	25,303,650
Utilities	5,125	-	4,600	1,826	-	-	-	10,267,666	10,279,217
Other Departmental Expenses	51,748	87,105	32,751	46,638	31,455	87,842	36,240	2,103,762	2,477,541
Instructional And Other Materials	483,981	142,703	160,826	165,214	83,239	314,960	565,478	7,340,838	9,257,239
Maintenance and Repair	149,523	48,446	129,361	49,678	11,864	71,011	121,311	827,898	1,409,092
Transfers/Debt	-	864,206	5,640,442	1,250,001	-	-	-	25,354,107	33,108,756
Contingency	471,296	8,842	9,900	841	22,696	12,681	-	690,407	1,216,663
Capital Outlay	443,105	582,772	445,212	298,737	169,534	244,295	137,915	1,770,737	4,092,307
Total	\$ 27,062,527	\$ 28,882,454	\$ 27,290,344	\$ 29,550,699	\$ 17,283,975	\$ 13,911,908	\$ 12,222,514	\$ 150,492,046	\$ 306,696,467

Houston Community College

Balance Sheet By Fund

For Month Ended July 31, 2015

	CURRENT & LOAN FUNDS ¹	PLANT & BOND FUNDS ²	Total All Funds
ASSETS			
Current Assets:			
Cash & cash equivalents	\$ 151,377,187	\$ 38,266,749	\$ 189,643,935
Restricted cash & cash equivalents	7,690,903	-	7,690,903
Short term Investments	-	-	-
Accounts/Other receivable (net)	26,032,382	2,924,201	28,956,583
Deferred charges	1,066,434	-	1,066,434
Prepays	95,850	1,346,598	1,442,447
Total Current Assets	186,262,755	42,537,547	228,800,302
Non-current Assets:			
Restricted cash & cash equivalents	-	220,068,513	220,068,513
Restricted long-term investments	-	122,005,083	122,005,083
Long-term investments	7,001,261	-	7,001,261
Capital Assets, net	-	923,678,553	923,678,553
Total Non-current Assets	7,001,261	1,265,752,149	1,272,753,410
Total Assets	\$ 193,264,016	\$ 1,308,289,696	\$ 1,501,553,711
LIABILITIES			
Current Liabilities:			
Accounts payable	4,734,035	1,181,220	5,915,254
Accrued liabilities	3,562,041	1,299,051	4,861,092
Compensated absences	2,357,551	-	2,357,551
Funds held for others	662,589	189,209	851,798
Deferred revenue	22,566,375	1,276,981	23,843,357
Notes payable-current portion	-	8,783,299	8,783,299
Bonds payable-current portion	-	24,520,000	24,520,000
Capital lease obligations-current	-	-	-
Total Current Liabilities	33,882,590	37,249,761	71,132,351
Non-current Liabilities:			
Deposits	-	-	-
Notes payable	-	153,344,686	153,344,686
Bonds payable	-	756,322,231	756,322,231
Capital lease obligations	-	55,734,058	55,734,058
Total Non-current Liabilities	-	965,400,976	965,400,976
Total Liabilities	\$ 33,882,590	\$ 1,002,650,736	\$ 1,036,533,327
Fund Balance-			
August 31, 2014 Audited	115,964,207	263,786,241	379,750,448
Revenues Over Expenditures			
Unrestricted	44,004,696		44,004,696
Restricted	(587,479)		(587,479)
Net Investment in Plant		41,852,719	41,852,719
Total Fund Balances, Unaudited	\$ 159,381,424	\$ 305,638,960	\$ 465,020,384
Total Liabilities & Fund Balances	\$ 193,264,015	\$ 1,308,289,696	\$ 1,501,553,711

¹ Includes Unrestricted, Restricted, Loan & Endowment, Scholarship, Agency and Auxiliary Funds.

² Includes Unexpended Plant, Retirement of Debt and Investment in Plant Funds.

Houston Community College

Exemptions & Waivers

Through July 31, 2015

Account	FY 2013-14		FY 2014-15
	End of Year Activity	Year-to-Date Activity thru 07/31/2014	Year-to-Date Activity thru 07/31/2015
Tuition			
Budget:			
Adjusted Budget FY 2014-15, Net			\$ 40,308,204
Revenues Received:			
Tuition	45,771,753	46,183,318	47,216,155
Waivers & Exemptions:			
Dual Credit & Early College HS	(4,931,925)	(4,932,920)	(5,046,551)
Other	(2,100,332)	(2,095,056)	(1,597,798)
Total Waivers & Exemptions	(7,032,257)	(7,027,976)	(6,644,349)
Total Tuition Revenue, Net	\$ 38,739,497	\$ 39,155,342	\$ 40,571,806

Tuition - Extended Learning			
Budget:			
Budget FY 2014-15, Net			\$ 6,565,665
Revenues Received:			
Tuition	8,931,465	8,580,808	10,886,178
Waivers & Exemptions:			
Department of Corrections	(2,021,386)	(1,850,611)	(1,747,513)
Total EL Tuition Revenue, Net	\$ 6,910,079	\$ 6,730,197	\$ 9,138,665

Exemptions & Waivers	FY 2013-14		FY 2014-15		Actuals % Inc/(Dec)YTD vs. PriorYTD
	End of Year Activity	Year-to-Date Activity thru 07/31/2014	Year-to-Date Activity thru 07/31/2015		
Dept of Corrections	\$ 2,021,386	\$ 1,850,611	\$ 1,747,513		-5.6%
Dual Credit Waiver	2,790,344	2,790,072	3,563,262		27.7%
Early College High School	2,141,581	2,142,848	1,483,289		-30.8%
Other:					
Employee Fee Exemptions	69,909	69,709	60,347		-13.4%
Firemen	26,082	26,082	12,870		-50.7%
Hazelwood	1,416,167	1,410,794	938,969		-33.4%
Deaf & Blind	207,012	205,537	190,174		-7.5%
High Ranking Hi SCH Grad	1,240	1,240	1,805		45.6%
Child of Disabled Vet ETC	285	285	7,264		0.0%
Nonres Teach/Research Asst	6,372	6,372	6,363		-0.1%
Nonres Competitive Scholar	11,346	11,346	8,558		-24.6%
Senior Citizens	15,532	15,498	13,725		-11.4%
Misc Tuition/Fees Waivers	6,576	6,576	-		0.0%
Scholarship Distribution	10,000	10,000	2,800		0.0%
A VISA Waiver (Non-Alien Waiver)	-	-	888		0.0%
Refugee Waiver	183	183	-		0.0%
Foster Children-Resident	300,508	302,314	246,967		-18.3%
Undocumented Students	11,383	11,383	5,723		0.0%
TX Tomorrow Waiver	2,912	2,912	5,810		0.0%
Surviving Spouse/Children	2,120	2,120	-		0.0%
Peace Officer Exemption	3,655	3,655	3,867		5.8%
Adopted Student Waiver	-	-	91,418		0.0%
Stipends	3,000	3,000	250		0.0%
Scholars Costs Funded by State	6,050	6,050	-		0.0%
Total Other Exemptions	2,100,332	2,095,056	1,597,798		-23.7%
Grand Total Exemptions & Waivers	\$ 9,053,643	\$ 8,878,587	\$ 8,391,862		-5.5%

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
8	Alumni & Employer Surveys and Related Services (Project No. 15-08)	Dr. Cesar Maldonado Dr. Kimberly Beatty Rogelio Anasagasti

RECOMMENDATION

Authorize the Chancellor to negotiate and execute a contract with Cvent, Inc. (DBA Inquisium) to provide alumni and employer survey and related services in accordance with RFP 15-08.

The initial term will be for thirty-six (36) months and will allow for two (2) additional one-year option to renew terms.

COMPELLING REASON/RATIONALE

Houston Community College issued a request for proposals for the purchase of alumni and employer surveys and related services. To stay relevant as a higher education institution, Houston Community College seeks to develop a framework of technology, content and processes to continually collect, communicate and act on data and insight gathered from Employers and Alumni.

Major goals of the project include the development and execution of the following survey tools to measure employers who hire HCC graduates and local businesses focusing first on Workforce Instruction programs with the ability to expand to all instructional programs (academic, workforce, and Distance Education Learning programs). These surveys will help HCC to find out how the College might improve its workforce instruction programs, what areas may need to expand/develop to remain relevant and aligned to industry's needs and the overall satisfaction. The data will be valuable for improving curriculum planning and course relevance for future students. Moreover, the data collected will support HCC with third-party accreditation requirements.

This recommendation to the Board of Trustees is in accordance with RFP 15-08 and Chapter 44.031(a) of the Texas Education Code.

DESCRIPTION OR BACKGROUND

The Request for Proposal (RFP 15-08) was issued on May 19, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred ninety (690) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-08, a pre-proposal conference was held on May 28, 2015 and a question and answer period was allowed through June 4, 2015. Four (4) proposals were received by the solicitation due date of June 23, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-08.

FISCAL IMPACT

The total proposed cost for the initial three (3) year term is \$114,750; which will be negotiated prior to final contract award.

The funding source is HCC Operations Budget.

LEGAL REQUIRMENTS

This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-08 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **1. Summary of Procurement**
2. Summary Composite Score Sheet
3. Request For Proposal 15-08 including Amendment

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

**SUMMARY OF PROCUREMENT
BOARD ACTION ITEM**

PROJECT TITLE: Alumni & Employer Surveys and Related Services

PROJECT NO.: 15-08

**PROCUREMENT
METHOD:** Request for Proposals (Overall Best Value)

PROJECT MANAGER: Thomas Ronk, Curriculum Design Coordinator

NAME OF BUYER: Jennifer Chiu, Senior Buyer

PURPOSE: Houston Community College issued a request for proposals for the purchase of alumni and employer surveys and related services. To stay relevant as a higher education institution, Houston Community College seeks to develop a framework of technology, content and processes to continually collect, communicate and act on data and insight gathered from employers and alumni.

Major goals of the project include the development and execution of the following survey tools to measure employers who hire HCC graduates and local businesses focusing first on workforce instruction programs with the ability to expand to all instructional programs (academic, workforce, and the Division of Extended Learning programs). These surveys will help HCC to determine how the College may improve its workforce instruction programs, what areas may need to expand/develop to remain relevant and aligned to industry's needs and the overall satisfaction. The data will be valuable for improving curriculum planning and course relevance for future students. Moreover, the data collected will support HCC with third-party accreditation requirements.

This recommendation to the Board of Trustees is in accordance with RFP 15-08 and Chapter 44.031(a) of the Texas Education Code.

**RECOMMENDED
VENDOR:** Cvent, Inc., (DBA Inquisium)

**LEGAL
REQUIREMENTS:** This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-08 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

LOCATION

INFORMATION:

In performing the work under RFP 15-08, the recommended vendor will be working from their Austin office.

PROJECTED VALUE:

The total proposed cost for the initial three (3) year term is \$114,750; which will be negotiated prior to final contract award. The funding source is HCC Operations Budget.

CONTRACT TERM:

The initial term will be for thirty-six (36) months and will allow for two (2) additional one-year option to renew terms.

ADVERTISEMENT:

This procurement was advertised in the following newspapers:

- The Houston Chronicle: May 20, May 24 & May 31, 2015
- African American: Week of May 25 & June 1, 2015
- La Informacion: Week of May 25 & June 1, 2015
- Voice of Asia: Week of May 25 & June 1, 2015

PROCUREMENT

NOTICE:

A notice of the procurement was distributed to following on May 19, 2015

- Notice to HCC Board of Trustees
- Houston Minority Business Council
- Texas State Procurement Website
- HCC Procurement Operations Website

SOLICITATION

INFORMATION:

The Request for Proposal (RFP 15-08) was issued on May 19, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred ninety (690) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-08, a pre-proposal conference was held on May 28, 2015 and a question and answer period was allowed through June 4, 2015. Four (4) proposals were received by the solicitation due date of June 23, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-08.

COMPETITIVE:

Yes

**PROPOSAL
EVALUATION:**

Responses were evaluated by the Evaluation Committee which consisted of HCC representatives with relevant subject matter understanding who evaluated and scored proposals in accordance with the published evaluation criteria noted below.

Evaluation Criteria	Available Points
Firm's profile, overview and qualifications and experience	10
Demonstrated qualifications of personnel and team	10
Proposed approach & methodology	15
Past performance & references	10
Price/cost schedules, billing rates	40
<u>Small business practices</u>	<u>15</u>
Total 100	

**EVALUATION
COMMITTEE
QUALIFICATIONS:**

Evaluator 1 – represents the Curriculum & Instructional Assessment Department and is the business owner who will lead the work effort following contract award, client responsibilities include curriculum support and research.

Evaluator 2 – represents Division of Extended Learning and oversees department operations which will directly benefit and be involved with the work product of the recommended award.

Evaluator 3 – represents the Information Technology department and is responsible for application development and support which will provide necessary support for the recommended award.

Evaluator 4 – represents Faculty Senate and provides subject matter understanding and perspective relevant to the application purpose and fitness as related to the needs of instruction.

Evaluator 5 – represents the Office of Institutional Research and provides detailed understanding of data analysis, survey design and implementation.

**PRIOR HCC
EXPERIENCE:**

No

REFERENCES:

Evaluated and found to be favorable.

SMALL BUSINESS

GOAL:

In accordance with the Houston Community College - Small Business Development Program, for this solicitation, HCC advertised a 25% Good Faith Effort – Small Business participation goal. The recommended firm will initially self-perform the work and has indicated they will work with HCC in identifying viable small business subcontracting opportunities during the contract period.

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RFP 15-08 Alumni and Employer Survey and Related Services

Summary Composite Score Sheet

Firm	Evaluation Criteria						Total
	Firm's Profile, Overview, Qualifications and Experience	Demonstrated Qualifications of Personnel and Team	Proposed Approach and Methodology	Past Performance and References	Price/Cost Schedules, Billing Rates	Small Business Practices	
Available Points	10	10	15	10	40	15	100
Inquisium By Cvent	8.00	7.20	11.40	6.40	40.00	0.00	73.00
Qualtrics LLC	9.60	9.20	13.80	9.60	23.78	0.00	65.98
Research Fidelity	4.00	5.20	7.80	4.80	33.02	6.00	60.82
SageRiver Consulting	4.80	5.20	8.40	4.80	17.04	0.00	40.24



Procurement Operations

Request for Proposals (RFP)

Project Name: Alumni & Employer Survey and Related Services

Project No. RFP 15-08

Posted: May 19, 2015

Proposal Deadline: June 16, 2015 by 2:00 P.M. (local time)

REQUEST FOR PROPOSALS

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

Attachment No. 1	Proposal/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
Attachment No. 8	Service Agreement

Note: Attachments 1, 5, and 7 should be signed and notarized.

HOUSTON COMMUNITY COLLEGE**I. REQUEST FOR PROPOSALS - Summary**

Date: May 19, 2015

Project Title: Alumni & Employer Survey and Related Services Software

Project No.: RFP 15-08

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Senior Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: hua.chiu@hccs.edu

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 serves more than 70,000 students each semester, offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepare people in our diverse community to compete in an increasingly technological and international society. HCC comprises six colleges serving Houston and the surrounding area. The college plays an integral role in transforming the lives of its students and making our community work.

Additional information about Houston Community College may be found by visiting HCC's web site at: <http://www.hccs.edu/>.

Visit the HCCS Procurement Operations Department website at <http://www.hccs.edu/procurement/> 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 and the Houston Community College System Public Facility Corporation, collectively, ("HCC") or ("College") is seeking proposals from qualified respondents to provide Alumni & Employer Surveys Software and related services as requested by HCCS authorized personnel. The exact scope of services required by HCC will be set forth in individual agreement(s) between HCC and the selected vendor(s). Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide Alumni & Employer Survey Software and Related 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).

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

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

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" firm(s) will require subjective judgments by the Evaluation Committee.

Respondents may take exceptions to any of the terms of this RFP including the attached sample agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken 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 or goods 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: _____Mandatory X Not Mandatory _____ Not Applicable

A Non-Mandatory pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar Room C) Houston, Texas 77002 on May 28, 2015 at 10:00 am (local time).

5.Proposal Due Date/Time:

HCC will accept sealed proposals in original form **until 2:00 PM (local time) on June 16, 2015**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06) Houston, Texas 77002.

6. 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	May 19, 2015
Pre-Proposal Meeting:	May 28, 2015 at 10:00 am
Deadline to receive written question/inquiries	June 4, 2015 by 2:00 pm
Response to written questions/inquiries (estimated)	June 8, 2015
Proposal Submittal Due Date	June 16, 2015 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	August 2015

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.

7. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than, 2:00 p.m. (local time) on June 4, 2015.

8. 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 consider and 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 (Proposal/Contract Award Form).

9. 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.

10. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials and 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.

11. 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.

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

12. Obligation and Waivers:

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

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

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

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

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

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

HCC 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.

13. 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.

14. 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.

15. 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.

16. 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: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, 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 this solicitation, HCC has established **Twenty-Five Percent (25%)** as its goal for Small Business participation.

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

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

17. 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.

18. Internship Program:

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for

services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

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

20. 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.

21. 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.

22. 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.

23. 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 31st.

24. 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 shall render your proposal non-responsive.

25. Ethics Conduct:

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

26. 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.

27. 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.

28. 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.

29. Terms and Conditions:

The Sample Consulting Services Contracts (Attachment No. 8) shall govern any Purchase Order issued as a result of this solicitation.

Respondents 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. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

30. 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.

31. 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.

32. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. 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.

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II. SCOPE OF SERVICES

Project No.: RFP 15-08

Alumni & Employer Survey and Related Services Software

1. General Overview:

Houston Community College Workforce Instruction area is requesting proposals from qualified proposers to provide services for Alumni & Employer Survey Software and related services for the College. The successful proposer will provide the scope of services in accordance with all applicable laws and regulations.

2. Scope of Service/Specification:

This Scope of Service covers the requirements for the Contractor to provide services in the areas of Alumni & Employer Survey Software and Related Services to Houston Community College (HCC).

2.1 Objective of the project (high level description)

To stay relevant as a higher education institution, Houston Community College seeks to develop a framework of technology, content and processes to continually collect, communicate and act on data and insight gathered from Employers and Alumni.

HCC desires to survey: 1) employers who hire HCC graduates and 2) local businesses without regard to whether they hire HCC graduates, focusing first on Workforce Instruction programs, then eventually expand to include all instructional programs (academic, workforce, and DEL programs). These surveys will help HCC to find out how the College might improve its workforce instruction programs, what areas we may need to expand/develop to remain relevant and aligned to industry's needs, and overall satisfaction. The data will be valuable for improving curriculum planning and course relevance for future students. Moreover, the data collected will support HCC with third-party accreditation requirements.

Similarly, HCC intends on keeping in touch with workforce alumni across programs/industries to learn more about their experiences (work experiences, skills assessment and satisfaction) after graduation from HCC.

HCC will make sure the surveys are aligned with our workforce instruction programs (the technical skills) and the 21st century skills needed (employability and/or soft skills). Because of the diverse skill set across career clusters/programs, the surveys will need to be customized specifically for each set of technical skills (basic to specialization). Contractors must have the expertise to tailor questions in the surveys to individual respondents with advance logic. This will help by increasing response rate and improving the quality of the data.

Administering alumni and employer surveys is embedded with HCC's Strategic Initiatives for 2012-2015, link provided below for review and reference: <http://www.hccs.edu/district/about-us/institutionaleffectiveness/strategic-plan/strategicplan2012.pdf>

HCC will own all rights to survey data gathered and may use such data in any form deemed in its own best intent.

Specifically, initiative 2 and 3:

- Respond to the Needs of Business and Industry for Skilled Workers

- Ensure Instructional Programs Provide the Knowledge and Skills Required for 21st Century Learners

With alumni and employer surveys in place alongside industry summits, focus groups, advisory boards, labor market data, HCC will have a culture of making data driven decisions that will:

- Drive course and program improvement;
- Drive development of third-party accreditation programs;
- Measure employer and student satisfaction;
- Assess student and employer viewpoints of technical and employability skills; and
- Improve curriculum planning and course relevance.

2.2 Specific functions that will be required

The Solutions Platform:

- Must be user-friendly, requires very little technical expertise (intuitive);
- Must be capable of complex, advanced logic;
- Must have an extensive library of unique questions types, at least 50 or more;
- Needs to provide customize reporting options (e.g., real-time/graphics/text analysis);
- Fulfills HCC's security and privacy requirements;
- Customer Support and any necessary training;
- Provides services for multiple languages;
- Fulfills multiple solutions, like capable of Reports, for HCC, aside from just surveys; and
- Provides an unlimited license agreement (if possible).

2.3 Specific deliverables that will define completion/success

- License and Storage;
- Survey consultation and design to ensure the best survey guidelines and practices are leveraged for two surveys: alumni and employer surveys;
- Initial consultation on advance logic programming in surveys; skip logic, show only if, etc.;
- Training on solutions platform (Web-based);
- Fully developed and populated question and response libraries;
- Create and launch alumni and employer surveys (at least three times per year);
- Multilingual editions of the two surveys (optional);
- Robust data manager for real-time reporting, data export and minding for sharing diversified data needs; and
- Best practices.

2.4 Anticipated Schedule for this project to be completed/delivered:

HCC's anticipates launching both surveys – employer and alumni – during the fall 2015 term. The College anticipates at least one survey for employers within a specific Workforce Instruction cluster and one survey for 100 plus alumni during the upcoming fall 2015 term. Then, HCC plan the implementation to be fully operational by spring 2016

2.5 Additional technical or specific requirements that will be required:

In addition to technology that addresses stated functional requirements and licensing, the selected firm must also provide technical approach information inclusive of options for available services offered (such as hosted or SaaS versus system housed on HCC site); SLA and whitepaper documentation; minimal HCC hardware system specifications (where applicable); information regarding anticipated maintenance & enhancement windows; customer support

availability (any downtime expectations); and approach for addressing any necessary API integration(s) points with HCC's Oracle PeopleSoft enterprise system software.

HCC's Task Force for this project prefers that the successful firm for the surveys will also be robust enough to handle some of HCC's multiple needs, which are currently produced only by PDFs (paper form).

For example, assessment reports, annual planning reviews, program reviews, surveys for other programs, such as HCC's Foundation and Division of Extended Learning, etc. need to be stored in a database and more efficient for compiling with the ability to analyze the reports, etc.

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III. 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 Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h) Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

1. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your request for proposal package:**

Exhibit A	Price Cost Schedules Billing rates
Exhibit B	Fiscal Year 2014-2015 Holiday Schedule
Exhibit C	Software and Technical Questionnaire
Attachment No. 1	Proposer/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 Interest

Note: Attachments 1, 5, and 7 should be signed and notarized.

2. 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 Work/Services, above.

c) Page Size, Binders, Dividers, and Electronic Copy

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

- 1) 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.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 3) 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.
- 4) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 4 and delivered to:

Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 15-08
Title: Alumni & Employer Survey and Related Services

- a. The envelope containing a proposal shall be addressed as follows:
Name, Address and Telephone Number of Proposer;
Project Description/Title; Project Number; and Proposal Due Date/Time.
- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

3. 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 Work/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.
- 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 Profile, Overview, Qualification and Experience:**

Provide details as to the following:

- 1) **Profile of the Firm:** 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.

- 2) **Overview of the Firm:** Provide a brief description of your firm, including the total number of supporting personnel related to providing Alumni & Employer Survey and related services as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.
 - a) Provide firm's principal(s) and staff commitment in providing the services in this solicitation.
 - b) Provide firm's overall ability in providing the services and describe the projects your team has been associated with in providing the services described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the project requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) **Qualifications & Experience of the Firm:** Balance of this section should establish the ability of the firm and its sub-consultant, if any, to satisfactorily perform the required work.

Describe your company's specific knowledge, experience and expertise in providing Survey Software and Related Services for institutions of higher education.

Provide a detailed list where your firm has provided Alumni & Employer Survey and related services during the past 3 years including but not limited to, state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, and 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 used and how the firm maintains quality control.
- 6) Provide documented experience in providing the types of services described herein especially related to community college, junior college project experience or higher education facilities experience and with regard to accomplishment of past projects involving Alumni & Employer Survey and related services. 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 this project and providing the services described in this solicitation.

Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Please include the following:

- 1) A brief description of their unique qualifications as it pertains to this service.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project.
- 3) Personnel's job functions, role, percent of time to be assigned to this project and office location.
- 4) Designate the individual, who is authorized to sign and enter into any resulting contract.
- 5) 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.
- 6) Proposed team composition including 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 under this project.
- 7) Provide documented expertise and educational level of individuals employed by the firm, who will be directly involved in providing the required services as described herein, and their philosophy concerning providing Alumni & Employer Survey and related services.

E. Tab 3 – Proposed Approach & Methodology:

This section should describe and discuss your proposed approach and methodology in providing the services described in this solicitation.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for to HCC for Alumni & Employer Survey and Related Services.
- 3) Description of your firm's project approach and ability to provide appropriate services in a timely manner. Please provide an implementation/project plan with projected dates of completion and the resources (human and otherwise) required supporting the completed milestone.
- 4) Proposer must provide an approach and methodology overview which consists of a concise summary of the requested services proposed by the proposer in response to this RFP. By reading the approach and methodology overview, HCC must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the proposer to provide them. A detailed explanation shall be included to understand how the services comply with the technical documents of this RFP.
- 5) 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.
- 6) Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- 7) Quality: Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 8) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 9) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical

expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.

- 10) Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of any project:
 - a. Identify the means and methods to be used to develop communication protocol; and
 - b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.
- 11) Integration
 - a. How does your company's solution integrate with external systems?
 - b. Does your company's solution provide the ability to accept migrated data from older/existing systems?
 - c. Does your company have a test environment to work through integration issues?
 - d. Which commercial ERP/accounting systems has your company integrated with your solution?
- 12) Authentication and Authorization
 - a. Please describe your company's solution's authentication architecture.
 - b. What technology does your solution use to authenticate users?
 - c. How does your solution handle user password reset requests?
 - d. Does your company's solution provide for secure transmission of user credentials? If so, what technology is used?
- 13) Security
 - a. What security measures exist as part of your company's solution for transmission of data and data storage to ensure customer data privacy and security?
 - b. What security features does your company's solution provide to ensure that data transferred over the Internet is secure?
 - c. Does your company's solution provide the ability to immediately disable all or part of the functionality of the application should a security issue be identified?
- 14) Implementation
 - a. Please describe the process for completing the implementation of your company's solution.
 - b. Please describe the approach your company uses to ensure that our business processes are captured during the integration effort.
 - c. What actions can be taken or processes altered during implementation of your company's solution to reduce costs, reduce cycle time or improve quality?
 - d. Does your company provide status reporting on tasks, milestones, and processes in real time during the implementation?
 - e. How much time is typically required to complete an implementation of your company's solution?
- 15) Training and Documentation
 - a. Is your company's solution Web site intuitive and functional, with minimal or no training required to use the site?
 - b. Please provide an overview of your company's proposed training and documentation.
 - c. What training methods does your company use?
 - d. Does your company provide Train-the-Trainer classes?
 - e. Where are training classes held?
 - f. How often are training classes held?

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. Provide examples of similar project experience; public institutions or public entities, preferred. 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 Name, title, and current phone number.
- 4) Past performance in effectively responding to problems presented in delivering the services required on project.
- 5) Provide examples of projects that highlight the firm's creative and innovative skills.
- 6) Provide documentation of successful strategies and methodology taken by your firm to meet the Alumni & Employer Survey Software and related services priorities set by the client. Describe efforts taken and overall effectiveness.
- 7) Describe lessons learned from previous Alumni & Employer Survey Software initiatives that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 8) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to Alumni & Employer Survey and related services.
- 9) 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.
- 10) 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 a project.
- 11) Provide letters of recommendations from other public junior or community colleges or higher education clients listing recently completed projects.
- 12) Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 13) Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- 14) 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.

G. Tab 5 – Price/Cost Schedules Billing Rates:

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Alumni & Employer Survey and Related Services, in accordance with the Scope of Services, and the general terms and conditions of the sample contract documents for the proposed price(s) listed in **Exhibit 1**.

- 1) Proposer shall specifically state the fee your firm proposes for the work and services as described in this RFP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.
- 2) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 3) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 4) 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.

NOTE: Requested information must be included in additional sheets as part of the proposal submittal (in print and electronic format) as described in Section 2.3 above.

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;

- 1) 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.
- 2) For this Project HCC has a small business participation goal of **Twenty-Five Percent (25%)**.
- 3) At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- 4) 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.
- 5) Provide a reference list of all customers noted in Section 1.6 Tab 6 – Past Performance References (noted 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, telephone number and email address.

I. Tab 7 - 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 Project. 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: (a) your definition of a mutually successful "relationship" between your firm and HCC; and (b) 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, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the respondent.

J. Tab 7 - Firm's Financial Status:

Provide evidence that the firm is in good financial standing and current in payment of all taxes and fees such as state franchise fees.

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.

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.

IV. 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 Profile, Overview and Qualification and Experience Section III, 4, C (Tab 1)	10
Demonstrated Qualifications of Personnel and Team Section III, 4, D (Tab 2)	10
Proposed Approach and Methodology Section III, 4, E (Tab 3)	15
Past Performance & References Section III, 4, F (Tab 4)	10
Price/Cost Schedules, Billing Rates Section III, 4, G (Tab 5)	40
Small Business Practices Section III, 4, H (Tab 6)	15
Total Points	100

2. Eligibility for Award:

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

Responsible proposers, at a minimum, must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- 3) Have a satisfactory record of past performance;
- 4) Have necessary personnel and management capability to perform any resulting contract;
- 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
- 6) 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
- 7) 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 bidders.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- 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.

Balance of page intentionally left blank.

Exhibit A**Price/Cost Schedules Billing Rates**

- I. Total proposed price for services as described in the RFP:
\$ _____
- II. Amount recurring price including ongoing maintenance, support, and testing:
Year 1 Cost: _____
Year 2 Cost: _____
Year 3 Cost: _____
Optional Year 4 Cost: _____
Optional Year 5 Cost: _____
- III. Provide detailed cost, breakdown for: Software / Maintenance Support / Testing / Installation and Training:
\$ _____

Note: Proposer to attached standard rate sheets

Exhibit B**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROPOSAL
2014-2015 HOLIDAY SCHEDULE**

The following holidays are paid to full-time benefits-eligible employees:*

DATE(S)	HOLIDAY
Monday, September 1, 2014	Labor Day
Thursday, November 27, 2014	Thanksgiving Break
Friday, November 28, 2014	Thanksgiving Break
Monday, December 22, 2014	Winter Break
Tuesday, December 23, 2014	Winter Break
Wednesday, December 24, 2014	Winter Break
Thursday, December 25, 2014	Winter Break
Friday, December 26, 2014	Winter Break
Monday, December 29, 2014	Winter Break
Tuesday, December 30, 2014	Winter Break
Wednesday, December 31, 2014	Winter Break
Thursday, January 1, 2015	Winter Break
Friday, January 2, 2015	Winter Break
Monday, January 19, 2015	Dr. Martin Luther King Day
Monday, February 16, 2015	President's Day
Monday, March 16, 2015	Spring Break
Tuesday, March 17, 2015	Spring Break
Wednesday, March 18, 2015	Spring Break
Thursday, March 19, 2015	Spring Break
Friday, March 20, 2015	Spring Break
Friday, April 3, 2015	Spring Holiday
Monday, May 25, 2015	Memorial Day
Friday, July 3, 2015	Independence Day

* Holiday schedule does NOT supersede individual work schedules.

Exhibit C
SOFTWARE AND TECHNICAL QUESTIONNAIRE



Software
Questionnaire.xlsx

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Balance of page intentionally left blank.

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

PROJECT TITLE: Alumni & Employer Survey and Related Services

PROJECT NO.: RFP 15-08

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions 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 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 proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____
 (Type or Print)

Title: _____
 (Type or Print)

State of _____

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

this _____ day of _____, 2015.

Notary Public for the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 15-08**

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 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 Proposer to complete this form Section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

_____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

_____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFP 15-08**

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

 (Name of proposer's company)

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

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

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

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

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

Signature: _____

**ATTACHMENT NO 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. RFP 15-08**

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

CONTRACTOR	Specify in Detail Type of Work to be Performed	Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
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 PROPOSERS CERTIFICATIONS

HCC PROJECT NO.: RFP 15-08

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 Proposer 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, 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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

EXHIBIT 2 - TO ATTACHMENT NO 5 PROHIBITED CONTRACTS/PURCHASES

HCC PROJECT NO. RFP 15-08

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
HCC PROJECT NO. RFP 15-08**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007

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 15-08**

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 of 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."

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

State of _____

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

this the _____ day of _____, 2015

Notary Public for the State of: _____

**ATTACHMENT NO 8
SERVICE AGREEMENT
HCC PROJECT NO. RFP 15-08**



SERVICES AGREEMENT

(Business)

This 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 Communications Services Department ("DEPARTMENT"), and [REDACTED] (**insert legal name of Contractor**), a [REDACTED] (**insert type of business structure such as corporation, limited liability company, or partnership**) with its principal place of business at [REDACTED] (**insert street address, city, state, zip code**) ("Contractor"), effective as of [REDACTED] (insert date) ("Effective Date")

College and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, 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 [REDACTED] (**insert written amount**) dollars (\$ [REDACTED] (**insert numerical amount**)) (**note: this amount should be inclusive of all fees and expenses**) ("Fee"), during the Term and the Fee may otherwise be less than [REDACTED] 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. 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 pursuant to the prior written approval of HCC. The delivery of any services undertaken by the Contractor, prior to receipt of any written approval by HCC, will be at the Contractors sole risk and expense.

Invoicing:

Upon completion of a phase (deliverable, task, item, etc) and 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:

[Insert College contact name and complete address.]

3. **Term.**

This term of this Agreement shall be from _____ ("Term") unless earlier terminated in accordance with Section 8. **[OPTIONAL: The following renewal term may be incorporated if a renewal option was included in the original bid specification. "College will have the option to renew this Agreement for _____ () additional _____ () year terms."]**

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

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for 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 HCC board policies and relevant HCC 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.

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 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 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 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 Project or the engagement of Contractor as an independent contractor of College in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of College.
- 6.1.5 **Public Information.** 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 Scope 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 HCC 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 HCC AND HCC'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 INCIDENT TO THIS CONTRACT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN 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:

[Insert College Contact Name (such as Department Contract Administrator) and complete address.]

11. Breach of Contract Claims.

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by College and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of College will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by College nor any other conduct, action or inaction of any representative of College relating to this Agreement constitutes or is intended to constitute a waiver of College's or the state's sovereign immunity to suit; and (ii) College has not waived its right to seek redress in the courts.

12. Miscellaneous.

- 12.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, 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.
- 12.6 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.
- 12.8 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*. 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.
- 12.9 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").
- 12.10 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.

12.11 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/c-human-resources/c4-nepotism-conflicts-of-interest/>, 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.

12.12 Waivers. 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.

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

<Insert Contractor's complete legal name> Houston Community College

By:By:

Name: **[Chancellor or College President]**

Title:

Date:Date:

Attached:

Exhibit A – Statement of Work

Exhibit A

Statement of Work

[Optional. Include the following provision if an RFP or other bid document was issued.]

Notwithstanding any other provision in this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements of that certain Request for Proposal related to [REDACTED] for Houston Community College, RFP No. [REDACTED] (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with Contractor's proposal, dated [REDACTED] ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or Contractor's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.]

I. Project: [Insert a brief statement regarding the history and/or objective of this project.]

[This section provides the Contractor and interested third parties with a broad overview of your department's objective. ("the Project").]

- - - - -

II. Services and/or Deliverables. Contractor will provide the following services and/or deliverables in support of the Project:

[The services to be provided by the Contractor may be divided into major phases (deliverables, tasks, items, etc). Each phase (deliverable, task, item, etc) may then be subdivided into important requirements within each phase. Consideration should be given to the inclusion of due dates for each.]

Example:

Phase 1: [Insert description of major phase. Insert due date.]

1.1 [Insert description of components applicable to completing this phase.]

1.2 [etc....]

Solicitation Amendment No. 001

Page 1 of 1

To: Prospective Bidder/Offeror:	Date:
Prospective Proposers	June 11, 2015
Project Title:	Project No.:
RFP 15-08 Alumni & Employer Survey and Related Services	RFP 15-08
<p>Description of Solicitation Amendment:</p> <p>Please be advised that the solicitation due date for RFP 15-08 Alumni & Employer Survey and Related Services is hereby extended.</p> <p><u>The new due date shall be Tuesday, June 23, 2015 by 2:00 P.M. (local time)</u></p> <p>Except as provided herein, all term and conditions of the solicitation remain unchanged And in full force and effect.</p>	
Company Name (Bidder/Offeror):	
Signed by:	Date:
Name (Type or Print):	Title:

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
9	HCC Information Technology Assessment (Project No. 15-20)	Dr. Cesar Maldonado Dr. William Carter Rogelio Anasagasti

RECOMMENDATION

Authorize the Chancellor to negotiate and execute a contract with Berkeley Research Group to provide Information Technology Assessment and related services in accordance with RFP 15-20.

The estimated project duration to allow for a final report shall be ninety (90) calendar days.

COMPELLING REASON/RATIONALE

Houston Community College issued a request for proposals for the purchase of services to provide Information Technology Assessment and related services. The objective of the project is to evaluate and assess the existing system wide environments, including current capability, capacity, redundancy and resources for serving all HCC departments. In addition, the awarded firm will conduct a staffing level assessment versus organizational needs.

This recommendation to the Board of Trustees is in accordance with RFP 15-20 and Chapter 44.031(a) of the Texas Education Code.

DESCRIPTION OR BACKGROUND

The Request for Proposal (RFP 15-20) was issued on June 30, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred eighty-six (686) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-20, a pre-proposal conference was held on July 14, 2015 with twenty-seven (27) participants from the vendor community attended this meeting. Ten (10) proposals were received by the solicitation due date of July 30, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-20.

FISCAL IMPACT

The total proposed cost to complete the IT Assessment project is \$268,800; which will be negotiated prior to final contract award.

The funding source is HCC Operations Budget.

LEGAL REQUIRMENTS

This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-20 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **1. Summary of Procurement**
2. Summary Composite Score Sheet
3. Request For Proposal 15-20

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

**SUMMARY OF PROCUREMENT
BOARD ACTION ITEM**

PROJECT TITLE: HCC Information Technology Assessment

PROJECT NO.: 15-20

PROCUREMENT METHOD: Request for Proposals (Overall Best Value)

PROJECT MANAGER: William Carter, VC Information Technology

NAME OF BUYER: Jennifer Chiu, Senior Buyer

PURPOSE: Houston Community College issued a request for proposals for the purchase of services to provide Information Technology Assessment and related services. The objective of the project is to evaluate and assess the existing system wide environments, including current capability, capacity, redundancy and resources for serving all HCC departments. In addition, the awarded firm will conduct a staffing level assessment versus organizational needs.

This recommendation to the Board of Trustees is in accordance with RFP 15-20 and Chapter 44.031(a) of the Texas Education Code.

RECOMMENDED VENDOR: Berkeley Research Group

LEGAL REQUIREMENTS: This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-20 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

LOCATION INFORMATION: In performing the work under RFP 15-20, the recommended vendor will be working from their Houston office.

PROJECTED VALUE: The total proposed cost to complete the IT Assessment project is \$268,800; which will be negotiated prior to final contract award. The funding source is HCC Operations Budget.

CONTRACT TERM: The estimated project duration to allow for a final report shall be ninety (90) calendar days.

ADVERTISEMENT: This procurement was advertised in the following newspapers:

- The Houston Chronicle: July 5 & July 12, 2015
- African American: Week of July 6 & July 13, 2015
- La Informacion: Week of July 6 & July 13, 2015
- Voice of Asia: Week of July 6 & July 13, 2015

PROCUREMENT NOTICE:

A notice of the procurement was distributed to following on June 30, 2015

- Notice to HCC Board of Trustees
- Houston Minority Business Council
- Texas State Procurement Website
- HCC Procurement Operations Website

SOLICITATION INFORMATION:

The Request for Proposal (RFP 15-20) was issued on June 30, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred eighty-six (686) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-20, a pre-proposal conference was held on July 14, 2015 with twenty-seven (27) participants from the vendor community attended this meeting. Ten (10) proposals were received by the solicitation due date of July 30, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-20.

COMPETITIVE: Yes

PROPOSAL EVALUATION:

Responses were evaluated by the Evaluation Committee which consisted of HCC representatives with relevant subject matter understanding who evaluated and scored proposals in accordance with the published evaluation criteria noted below.

Evaluation Criteria	Available Points
Firm's profile, overview and qualification and experience	10

Demonstrated qualifications of personnel and team	10
Proposed approach & methodology	15
Past performance & references	10
Price/cost schedules, billing rates	40
<u>Small business practices</u>	<u>15</u>

Total 100

EVALUATION COMMITTEE

QUALIFICATIONS:

Evaluator 1 – represents the Information Technology Department and is the business owner who will lead the work effort following contract award.

Evaluator 2 – represents Educational Technology Services and provides an in depth understanding of information technology operations and instruction at the local level.

Evaluator 3 – represents the Information Technology Department and is responsible for application development and support which will provide necessary support for the recommended award.

Evaluator 4 – represents Transformation & Institutional Effectiveness and provides high level subject matter understanding and relevance as to the alignment with HCC strategic plan development which will result in systemwide transformation.

Evaluator 5 – represents Educational Technology Services and provides an in depth understanding of information technology operations and instruction at the local level.

PRIOR HCC EXPERIENCE:

No

REFERENCES:

Evaluated and found to be favorable.

SMALL BUSINESS GOAL:

In accordance with the Houston Community College - Small Business Development Program, for this solicitation, HCC advertised a 35% Good Faith Effort – Small Business participation goal. The recommended firm has proposed a 35% SBE commitment using Outreach Strategist LLC, to conduct project data collection and communications.

RFP 15-20 HCC Information Technology Assessment

Summary Composite Score Sheet

Firm	Evaluation Criteria						Total
	Firm's Profile, Overview, Qualifications and Experience	Demonstrated Qualifications of Personnel and Team	Proposed Approach and Methodology	Past Performance and References	Price/Cost Schedules, Billing Rates	Small Business Practices	
Available Points	10	10	15	10	40	15	100
Berkeley Research Group	8.00	8.00	12.60	7.60	21.57	15.00	72.77
Access Sciences Corporation	6.00	7.20	10.80	6.00	34.11	6.00	70.11
Huron Consulting Group	7.20	7.20	11.40	8.00	17.30	15.00	66.10
North Highland	6.80	6.40	9.60	7.20	20.12	15.00	65.12
The Greentree Group	5.60	5.60	6.60	5.60	40.00	0.00	63.40
Bridgepoint Consulting	6.00	6.40	10.20	6.40	14.18	10.00	53.18
Northshore Consulting Group	4.80	5.20	8.40	4.80	19.44	5.15	47.79
Dynamic Campus Solutions, Inc.	7.20	6.80	9.60	6.40	15.10	0.00	45.10
Robeck Consulting, LLC	4.80	4.80	5.40	4.40	13.38	6.00	38.78
Triumphus	4.40	5.20	7.80	4.40	8.42	0.00	30.22



Procurement Operations

Request for Proposals (RFP)

Project Name: Alumni & Employer Survey and Related Services

Project No. RFP 15-08

Posted: May 19, 2015

Proposal Deadline: June 16, 2015 by 2:00 P.M. (local time)

REQUEST FOR PROPOSALS

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I. Summary of RFP	3
II. Scope of Services	12
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IV. Proposal Evaluations	21

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

Attachment No. 1	Proposal/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
Attachment No. 8	Service Agreement

Note: Attachments 1, 5, and 7 should be signed and notarized.

HOUSTON COMMUNITY COLLEGE**I. REQUEST FOR PROPOSALS - Summary**

Date: May 19, 2015

Project Title: Alumni & Employer Survey and Related Services Software

Project No.: RFP 15-08

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Senior Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: hua.chiu@hccs.edu

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 serves more than 70,000 students each semester, offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepare people in our diverse community to compete in an increasingly technological and international society. HCC comprises six colleges serving Houston and the surrounding area. The college plays an integral role in transforming the lives of its students and making our community work.

Additional information about Houston Community College may be found by visiting HCC's web site at: <http://www.hccs.edu/>.

Visit the HCCS Procurement Operations Department website at <http://www.hccs.edu/procurement/> 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 and the Houston Community College System Public Facility Corporation, collectively, ("HCC") or ("College") is seeking proposals from qualified respondents to provide Alumni & Employer Surveys Software and related services as requested by HCCS authorized personnel. The exact scope of services required by HCC will be set forth in individual agreement(s) between HCC and the selected vendor(s). Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide Alumni & Employer Survey Software and Related 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).

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

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

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" firm(s) will require subjective judgments by the Evaluation Committee.

Respondents may take exceptions to any of the terms of this RFP including the attached sample agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken 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 or goods 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: _____ Mandatory X Not Mandatory _____ Not Applicable

A Non-Mandatory pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar Room C) Houston, Texas 77002 on May 28, 2015 at 10:00 am (local time).

5. Proposal Due Date/Time:

HCC will accept sealed proposals in original form **until 2:00 PM (local time) on June 16, 2015**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06) Houston, Texas 77002.

6. 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	May 19, 2015
Pre-Proposal Meeting:	May 28, 2015 at 10:00 am
Deadline to receive written question/inquiries	June 4, 2015 by 2:00 pm
Response to written questions/inquiries (estimated)	June 8, 2015
Proposal Submittal Due Date	June 16, 2015 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	August 2015

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.

7. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than, 2:00 p.m. (local time) on June 4, 2015.

8. 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 consider and 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 (Proposal/Contract Award Form).

9. 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.

10. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials and 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.

11. 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.

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

12. Obligation and Waivers:

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

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

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

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

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

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

HCC 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.

13. 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.

14. 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.

15. 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.

16. 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: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, 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 this solicitation, HCC has established **Twenty-Five Percent (25%)** as its goal for Small Business participation.

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

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

17. 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.

18. Internship Program:

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for

services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

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

20. 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.

21. 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.

22. 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.

23. 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 31st.

24. 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 shall render your proposal non-responsive.

25. Ethics Conduct:

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

26. 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.

27. 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.

28. 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.

29. Terms and Conditions:

The Sample Consulting Services Contracts (Attachment No. 8) shall govern any Purchase Order issued as a result of this solicitation.

Respondents 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. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

30. 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.

31. 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.

32. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. 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.

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II. SCOPE OF SERVICES

Project No.: RFP 15-08

Alumni & Employer Survey and Related Services Software

1. General Overview:

Houston Community College Workforce Instruction area is requesting proposals from qualified proposers to provide services for Alumni & Employer Survey Software and related services for the College. The successful proposer will provide the scope of services in accordance with all applicable laws and regulations.

2. Scope of Service/Specification:

This Scope of Service covers the requirements for the Contractor to provide services in the areas of Alumni & Employer Survey Software and Related Services to Houston Community College (HCC).

2.1 Objective of the project (high level description)

To stay relevant as a higher education institution, Houston Community College seeks to develop a framework of technology, content and processes to continually collect, communicate and act on data and insight gathered from Employers and Alumni.

HCC desires to survey: 1) employers who hire HCC graduates and 2) local businesses without regard to whether they hire HCC graduates, focusing first on Workforce Instruction programs, then eventually expand to include all instructional programs (academic, workforce, and DEL programs). These surveys will help HCC to find out how the College might improve its workforce instruction programs, what areas we may need to expand/develop to remain relevant and aligned to industry's needs, and overall satisfaction. The data will be valuable for improving curriculum planning and course relevance for future students. Moreover, the data collected will support HCC with third-party accreditation requirements.

Similarly, HCC intends on keeping in touch with workforce alumni across programs/industries to learn more about their experiences (work experiences, skills assessment and satisfaction) after graduation from HCC.

HCC will make sure the surveys are aligned with our workforce instruction programs (the technical skills) and the 21st century skills needed (employability and/or soft skills). Because of the diverse skill set across career clusters/programs, the surveys will need to be customized specifically for each set of technical skills (basic to specialization). Contractors must have the expertise to tailor questions in the surveys to individual respondents with advance logic. This will help by increasing response rate and improving the quality of the data.

Administering alumni and employer surveys is embedded with HCC's Strategic Initiatives for 2012-2015, link provided below for review and reference: <http://www.hccs.edu/district/about-us/institutionaleffectiveness/strategic-plan/strategicplan2012.pdf>

HCC will own all rights to survey data gathered and may use such data in any form deemed in its own best intent.

Specifically, initiative 2 and 3:

- Respond to the Needs of Business and Industry for Skilled Workers

- Ensure Instructional Programs Provide the Knowledge and Skills Required for 21st Century Learners

With alumni and employer surveys in place alongside industry summits, focus groups, advisory boards, labor market data, HCC will have a culture of making data driven decisions that will:

- Drive course and program improvement;
- Drive development of third-party accreditation programs;
- Measure employer and student satisfaction;
- Assess student and employer viewpoints of technical and employability skills; and
- Improve curriculum planning and course relevance.

2.2 Specific functions that will be required

The Solutions Platform:

- Must be user-friendly, requires very little technical expertise (intuitive);
- Must be capable of complex, advanced logic;
- Must have an extensive library of unique questions types, at least 50 or more;
- Needs to provide customize reporting options (e.g., real-time/graphics/text analysis);
- Fulfills HCC's security and privacy requirements;
- Customer Support and any necessary training;
- Provides services for multiple languages;
- Fulfills multiple solutions, like capable of Reports, for HCC, aside from just surveys; and
- Provides an unlimited license agreement (if possible).

2.3 Specific deliverables that will define completion/success

- License and Storage;
- Survey consultation and design to ensure the best survey guidelines and practices are leveraged for two surveys: alumni and employer surveys;
- Initial consultation on advance logic programming in surveys; skip logic, show only if, etc.;
- Training on solutions platform (Web-based);
- Fully developed and populated question and response libraries;
- Create and launch alumni and employer surveys (at least three times per year);
- Multilingual editions of the two surveys (optional);
- Robust data manager for real-time reporting, data export and minding for sharing diversified data needs; and
- Best practices.

2.4 Anticipated Schedule for this project to be completed/delivered:

HCC's anticipates launching both surveys – employer and alumni – during the fall 2015 term. The College anticipates at least one survey for employers within a specific Workforce Instruction cluster and one survey for 100 plus alumni during the upcoming fall 2015 term. Then, HCC plan the implementation to be fully operational by spring 2016

2.5 Additional technical or specific requirements that will be required:

In addition to technology that addresses stated functional requirements and licensing, the selected firm must also provide technical approach information inclusive of options for available services offered (such as hosted or SaaS versus system housed on HCC site); SLA and whitepaper documentation; minimal HCC hardware system specifications (where applicable); information regarding anticipated maintenance & enhancement windows; customer support

availability (any downtime expectations); and approach for addressing any necessary API integration(s) points with HCC's Oracle PeopleSoft enterprise system software.

HCC's Task Force for this project prefers that the successful firm for the surveys will also be robust enough to handle some of HCC's multiple needs, which are currently produced only by PDFs (paper form).

For example, assessment reports, annual planning reviews, program reviews, surveys for other programs, such as HCC's Foundation and Division of Extended Learning, etc. need to be stored in a database and more efficient for compiling with the ability to analyze the reports, etc.

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III. 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 Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h) Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

1. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your request for proposal package:**

Exhibit A	Price Cost Schedules Billing rates
Exhibit B	Fiscal Year 2014-2015 Holiday Schedule
Exhibit C	Software and Technical Questionnaire
Attachment No. 1	Proposer/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 Interest

Note: Attachments 1, 5, and 7 should be signed and notarized.

2. 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 Work/Services, above.

c) Page Size, Binders, Dividers, and Electronic Copy

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

- 1) 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.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 3) 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.
- 4) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 4 and delivered to:

Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 15-08
Title: Alumni & Employer Survey and Related Services

- a. The envelope containing a proposal shall be addressed as follows:
Name, Address and Telephone Number of Proposer;
Project Description/Title; Project Number; and Proposal Due Date/Time.
- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

3. 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 Work/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.
- 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 Profile, Overview, Qualification and Experience:**

Provide details as to the following:

- 1) **Profile of the Firm:** 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.

- 2) **Overview of the Firm:** Provide a brief description of your firm, including the total number of supporting personnel related to providing Alumni & Employer Survey and related services as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.
 - a) Provide firm's principal(s) and staff commitment in providing the services in this solicitation.
 - b) Provide firm's overall ability in providing the services and describe the projects your team has been associated with in providing the services described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the project requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) **Qualifications & Experience of the Firm:** Balance of this section should establish the ability of the firm and its sub-consultant, if any, to satisfactorily perform the required work.

Describe your company's specific knowledge, experience and expertise in providing Survey Software and Related Services for institutions of higher education.

Provide a detailed list where your firm has provided Alumni & Employer Survey and related services during the past 3 years including but not limited to, state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, and 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 used and how the firm maintains quality control.
- 6) Provide documented experience in providing the types of services described herein especially related to community college, junior college project experience or higher education facilities experience and with regard to accomplishment of past projects involving Alumni & Employer Survey and related services. 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 this project and providing the services described in this solicitation.

Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Please include the following:

- 1) A brief description of their unique qualifications as it pertains to this service.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project.
- 3) Personnel's job functions, role, percent of time to be assigned to this project and office location.
- 4) Designate the individual, who is authorized to sign and enter into any resulting contract.
- 5) 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.
- 6) Proposed team composition including 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 under this project.
- 7) Provide documented expertise and educational level of individuals employed by the firm, who will be directly involved in providing the required services as described herein, and their philosophy concerning providing Alumni & Employer Survey and related services.

E. Tab 3 – Proposed Approach & Methodology:

This section should describe and discuss your proposed approach and methodology in providing the services described in this solicitation.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for to HCC for Alumni & Employer Survey and Related Services.
- 3) Description of your firm's project approach and ability to provide appropriate services in a timely manner. Please provide an implementation/project plan with projected dates of completion and the resources (human and otherwise) required supporting the completed milestone.
- 4) Proposer must provide an approach and methodology overview which consists of a concise summary of the requested services proposed by the proposer in response to this RFP. By reading the approach and methodology overview, HCC must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the proposer to provide them. A detailed explanation shall be included to understand how the services comply with the technical documents of this RFP.
- 5) 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.
- 6) Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- 7) Quality: Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 8) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 9) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical

expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.

- 10) Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of any project:
 - a. Identify the means and methods to be used to develop communication protocol; and
 - b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.
- 11) Integration
 - a. How does your company's solution integrate with external systems?
 - b. Does your company's solution provide the ability to accept migrated data from older/existing systems?
 - c. Does your company have a test environment to work through integration issues?
 - d. Which commercial ERP/accounting systems has your company integrated with your solution?
- 12) Authentication and Authorization
 - a. Please describe your company's solution's authentication architecture.
 - b. What technology does your solution use to authenticate users?
 - c. How does your solution handle user password reset requests?
 - d. Does your company's solution provide for secure transmission of user credentials? If so, what technology is used?
- 13) Security
 - a. What security measures exist as part of your company's solution for transmission of data and data storage to ensure customer data privacy and security?
 - b. What security features does your company's solution provide to ensure that data transferred over the Internet is secure?
 - c. Does your company's solution provide the ability to immediately disable all or part of the functionality of the application should a security issue be identified?
- 14) Implementation
 - a. Please describe the process for completing the implementation of your company's solution.
 - b. Please describe the approach your company uses to ensure that our business processes are captured during the integration effort.
 - c. What actions can be taken or processes altered during implementation of your company's solution to reduce costs, reduce cycle time or improve quality?
 - d. Does your company provide status reporting on tasks, milestones, and processes in real time during the implementation?
 - e. How much time is typically required to complete an implementation of your company's solution?
- 15) Training and Documentation
 - a. Is your company's solution Web site intuitive and functional, with minimal or no training required to use the site?
 - b. Please provide an overview of your company's proposed training and documentation.
 - c. What training methods does your company use?
 - d. Does your company provide Train-the-Trainer classes?
 - e. Where are training classes held?
 - f. How often are training classes held?

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. Provide examples of similar project experience; public institutions or public entities, preferred. 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 Name, title, and current phone number.
- 4) Past performance in effectively responding to problems presented in delivering the services required on project.
- 5) Provide examples of projects that highlight the firm's creative and innovative skills.
- 6) Provide documentation of successful strategies and methodology taken by your firm to meet the Alumni & Employer Survey Software and related services priorities set by the client. Describe efforts taken and overall effectiveness.
- 7) Describe lessons learned from previous Alumni & Employer Survey Software initiatives that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 8) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to Alumni & Employer Survey and related services.
- 9) 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.
- 10) 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 a project.
- 11) Provide letters of recommendations from other public junior or community colleges or higher education clients listing recently completed projects.
- 12) Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 13) Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- 14) 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.

G. Tab 5 – Price/Cost Schedules Billing Rates:

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Alumni & Employer Survey and Related Services, in accordance with the Scope of Services, and the general terms and conditions of the sample contract documents for the proposed price(s) listed in **Exhibit 1**.

- 1) Proposer shall specifically state the fee your firm proposes for the work and services as described in this RFP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.
- 2) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 3) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 4) 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.

NOTE: Requested information must be included in additional sheets as part of the proposal submittal (in print and electronic format) as described in Section 2.3 above.

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;

- 1) 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.
- 2) For this Project HCC has a small business participation goal of **Twenty-Five Percent (25%)**.
- 3) At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- 4) 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.
- 5) Provide a reference list of all customers noted in Section 1.6 Tab 6 – Past Performance References (noted 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, telephone number and email address.

I. Tab 7 - 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 Project. 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: (a) your definition of a mutually successful "relationship" between your firm and HCC; and (b) 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, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the respondent.

J. Tab 7 - Firm's Financial Status:

Provide evidence that the firm is in good financial standing and current in payment of all taxes and fees such as state franchise fees.

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.

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.

IV. 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 Profile, Overview and Qualification and Experience Section III, 4, C (Tab 1)	10
Demonstrated Qualifications of Personnel and Team Section III, 4, D (Tab 2)	10
Proposed Approach and Methodology Section III, 4, E (Tab 3)	15
Past Performance & References Section III, 4, F (Tab 4)	10
Price/Cost Schedules, Billing Rates Section III, 4, G (Tab 5)	40
Small Business Practices Section III, 4, H (Tab 6)	15
Total Points	100

2. Eligibility for Award:

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

Responsible proposers, at a minimum, must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- 3) Have a satisfactory record of past performance;
- 4) Have necessary personnel and management capability to perform any resulting contract;
- 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
- 6) 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
- 7) 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 bidders.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- 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.

Balance of page intentionally left blank.

Exhibit A**Price/Cost Schedules Billing Rates**

- I. Total proposed price for services as described in the RFP:
\$ _____
- II. Amount recurring price including ongoing maintenance, support, and testing:
Year 1 Cost: _____
Year 2 Cost: _____
Year 3 Cost: _____
Optional Year 4 Cost: _____
Optional Year 5 Cost: _____
- III. Provide detailed cost, breakdown for: Software / Maintenance Support / Testing / Installation and Training:
\$ _____

Note: Proposer to attached standard rate sheets

Exhibit B**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROPOSAL
2014-2015 HOLIDAY SCHEDULE**

The following holidays are paid to full-time benefits-eligible employees:*

DATE(S)	HOLIDAY
Monday, September 1, 2014	Labor Day
Thursday, November 27, 2014	Thanksgiving Break
Friday, November 28, 2014	Thanksgiving Break
Monday, December 22, 2014	Winter Break
Tuesday, December 23, 2014	Winter Break
Wednesday, December 24, 2014	Winter Break
Thursday, December 25, 2014	Winter Break
Friday, December 26, 2014	Winter Break
Monday, December 29, 2014	Winter Break
Tuesday, December 30, 2014	Winter Break
Wednesday, December 31, 2014	Winter Break
Thursday, January 1, 2015	Winter Break
Friday, January 2, 2015	Winter Break
Monday, January 19, 2015	Dr. Martin Luther King Day
Monday, February 16, 2015	President's Day
Monday, March 16, 2015	Spring Break
Tuesday, March 17, 2015	Spring Break
Wednesday, March 18, 2015	Spring Break
Thursday, March 19, 2015	Spring Break
Friday, March 20, 2015	Spring Break
Friday, April 3, 2015	Spring Holiday
Monday, May 25, 2015	Memorial Day
Friday, July 3, 2015	Independence Day

* Holiday schedule does NOT supersede individual work schedules.

Exhibit C
SOFTWARE AND TECHNICAL QUESTIONNAIRE



Software
Questionnaire.xlsx

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Balance of page intentionally left blank.

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

PROJECT TITLE: Alumni & Employer Survey and Related Services

PROJECT NO.: RFP 15-08

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions 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 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 proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this _____ day of _____, 2015.

Notary Public for the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 15-08**

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 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 Proposer to complete this form Section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

_____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

_____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFP 15-08**

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

 (Name of proposer's company)

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

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

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

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

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

Signature: _____

ATTACHMENT NO 5 PROPOSERS CERTIFICATIONS

HCC PROJECT NO.: RFP 15-08

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 Proposer 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, 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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

EXHIBIT 2 - TO ATTACHMENT NO 5 PROHIBITED CONTRACTS/PURCHASES

HCC PROJECT NO. RFP 15-08

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
HCC PROJECT NO. RFP 15-08**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007

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 15-08**

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 of 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."

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

State of _____

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

this the _____ day of _____, 2015

Notary Public for the State of: _____

**ATTACHMENT NO 8
SERVICE AGREEMENT
HCC PROJECT NO. RFP 15-08**



SERVICES AGREEMENT

(Business)

This 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 Communications Services Department ("DEPARTMENT"), and [REDACTED] (**insert legal name of Contractor**), a [REDACTED] (**insert type of business structure such as corporation, limited liability company, or partnership**) with its principal place of business at [REDACTED] (**insert street address, city, state, zip code**) ("Contractor"), effective as of [REDACTED] (insert date) ("Effective Date")

College and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, 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 [REDACTED] (**insert written amount**) dollars (\$ [REDACTED] (**insert numerical amount**)) (**note: this amount should be inclusive of all fees and expenses**) ("Fee"), during the Term and the Fee may otherwise be less than [REDACTED] 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. 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 pursuant to the prior written approval of HCC. The delivery of any services undertaken by the Contractor, prior to receipt of any written approval by HCC, will be at the Contractors sole risk and expense.

Invoicing:

Upon completion of a phase (deliverable, task, item, etc) and 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:

[Insert College contact name and complete address.]

3. Term.

This term of this Agreement shall be from _____ ("Term") unless earlier terminated in accordance with Section 8. **[OPTIONAL: The following renewal term may be incorporated if a renewal option was included in the original bid specification.** "College will have the option to renew this Agreement for _____ () additional _____ () year terms."]

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

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for 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 HCC board policies and relevant HCC 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.

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 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 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 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 Project or the engagement of Contractor as an independent contractor of College in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of College.
- 6.1.5 **Public Information.** 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 Scope 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 HCC 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 HCC AND HCC'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 INCIDENT TO THIS CONTRACT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN 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:

[Insert College Contact Name (such as Department Contract Administrator) and complete address.]

11. Breach of Contract Claims.

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by College and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of College will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by College nor any other conduct, action or inaction of any representative of College relating to this Agreement constitutes or is intended to constitute a waiver of College's or the state's sovereign immunity to suit; and (ii) College has not waived its right to seek redress in the courts.

12. Miscellaneous.

- 12.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, 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.
- 12.6 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.
- 12.8 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*. 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.
- 12.9 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").
- 12.10 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.

12.11 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/c-human-resources/c4-nepotism-conflicts-of-interest/>, 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.

12.12 Waivers. 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.

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

<Insert Contractor's complete legal name> Houston Community College

By:By:

Name: **[Chancellor or College President]**

Title:

Date:Date:

Attached:

Exhibit A – Statement of Work

Exhibit A

Statement of Work

[Optional. Include the following provision if an RFP or other bid document was issued.]

Notwithstanding any other provision in this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements of that certain Request for Proposal related to [REDACTED] for Houston Community College, RFP No. [REDACTED] (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with Contractor's proposal, dated [REDACTED] ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or Contractor's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.]

I. Project: [Insert a brief statement regarding the history and/or objective of this project.]

[This section provides the Contractor and interested third parties with a broad overview of your department's objective. ("the Project").]

- - - - -

II. Services and/or Deliverables. Contractor will provide the following services and/or deliverables in support of the Project:

[The services to be provided by the Contractor may be divided into major phases (deliverables, tasks, items, etc). Each phase (deliverable, task, item, etc) may then be subdivided into important requirements within each phase. Consideration should be given to the inclusion of due dates for each.]

Example:

Phase 1: [Insert description of major phase. Insert due date.]

1.1 [Insert description of components applicable to completing this phase.]

1.2 [etc....]

Solicitation Amendment No. 001

Page 1 of 1

To: Prospective Bidder/Offeror:	Date:
Prospective Proposers	June 11, 2015
Project Title:	Project No.:
RFP 15-08 Alumni & Employer Survey and Related Services	RFP 15-08
<p>Description of Solicitation Amendment:</p> <p>Please be advised that the solicitation due date for RFP 15-08 Alumni & Employer Survey and Related Services is hereby extended.</p> <p><u>The new due date shall be Tuesday, June 23, 2015 by 2:00 P.M. (local time)</u></p> <p>Except as provided herein, all term and conditions of the solicitation remain unchanged And in full force and effect.</p>	
Company Name (Bidder/Offeror):	
Signed by:	Date:
Name (Type or Print):	Title:

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
9	HCC Information Technology Assessment (Project No. 15-20)	Dr. Cesar Maldonado Dr. William Carter Rogelio Anasagasti

RECOMMENDATION

Authorize the Chancellor to negotiate and execute a contract with Berkeley Research Group to provide Information Technology Assessment and related services in accordance with RFP 15-20.

The estimated project duration to allow for a final report shall be ninety (90) calendar days.

COMPELLING REASON/RATIONALE

Houston Community College issued a request for proposals for the purchase of services to provide Information Technology Assessment and related services. The objective of the project is to evaluate and assess the existing system wide environments, including current capability, capacity, redundancy and resources for serving all HCC departments. In addition, the awarded firm will conduct a staffing level assessment versus organizational needs.

This recommendation to the Board of Trustees is in accordance with RFP 15-20 and Chapter 44.031(a) of the Texas Education Code.

DESCRIPTION OR BACKGROUND

The Request for Proposal (RFP 15-20) was issued on June 30, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred eighty-six (686) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-20, a pre-proposal conference was held on July 14, 2015 with twenty-seven (27) participants from the vendor community attended this meeting. Ten (10) proposals were received by the solicitation due date of July 30, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-20.

FISCAL IMPACT

The total proposed cost to complete the IT Assessment project is \$268,800; which will be negotiated prior to final contract award.

The funding source is HCC Operations Budget.

LEGAL REQUIRMENTS

This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-20 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

Attachment Title(s): **1. Summary of Procurement**
2. Summary Composite Score Sheet
3. Request For Proposal 15-20

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

**SUMMARY OF PROCUREMENT
BOARD ACTION ITEM**

PROJECT TITLE: HCC Information Technology Assessment

PROJECT NO.: 15-20

PROCUREMENT METHOD: Request for Proposals (Overall Best Value)

PROJECT MANAGER: William Carter, VC Information Technology

NAME OF BUYER: Jennifer Chiu, Senior Buyer

PURPOSE: Houston Community College issued a request for proposals for the purchase of services to provide Information Technology Assessment and related services. The objective of the project is to evaluate and assess the existing system wide environments, including current capability, capacity, redundancy and resources for serving all HCC departments. In addition, the awarded firm will conduct a staffing level assessment versus organizational needs.

This recommendation to the Board of Trustees is in accordance with RFP 15-20 and Chapter 44.031(a) of the Texas Education Code.

RECOMMENDED VENDOR: Berkeley Research Group

LEGAL REQUIREMENTS: This recommendation to the Board of Trustees is being made to the highest ranked firm offering the best value in accordance with Chapter 44.031 (a) of the Texas Education Code.

Pursuant to the published RFP 15-20 document and in accordance with Chapter 44.031 (a) of the Texas Education Code, the Evaluation Committee has selected the offeror based on demonstrated competence, knowledge, and qualification on the services provided.

Chapter 44.031 of the Texas Education Code requires that selection of a firm shall be made through the procurement method that provides the best value for the district. Following the competitive procurement process, HCC has selected the firm offering the best value based on the published selection criteria as evidenced in the final evaluation ranking.

LOCATION INFORMATION: In performing the work under RFP 15-20, the recommended vendor will be working from their Houston office.

PROJECTED VALUE: The total proposed cost to complete the IT Assessment project is \$268,800; which will be negotiated prior to final contract award. The funding source is HCC Operations Budget.

CONTRACT TERM: The estimated project duration to allow for a final report shall be ninety (90) calendar days.

ADVERTISEMENT: This procurement was advertised in the following newspapers:

- The Houston Chronicle: July 5 & July 12, 2015
- African American: Week of July 6 & July 13, 2015
- La Informacion: Week of July 6 & July 13, 2015
- Voice of Asia: Week of July 6 & July 13, 2015

PROCUREMENT NOTICE:

A notice of the procurement was distributed to following on June 30, 2015

- Notice to HCC Board of Trustees
- Houston Minority Business Council
- Texas State Procurement Website
- HCC Procurement Operations Website

SOLICITATION INFORMATION:

The Request for Proposal (RFP 15-20) was issued on June 30, 2015. The solicitation document was distributed electronically in addition to being published in local newspapers. Notice of advertisement was provided to six hundred eighty-six (686) firms. Additionally, the solicitation was duly posted on the Electronic State Business Daily (ESBD) website. In accordance with RFP 15-20, a pre-proposal conference was held on July 14, 2015 with twenty-seven (27) participants from the vendor community attended this meeting. Ten (10) proposals were received by the solicitation due date of July 30, 2015 at 2:00 p.m., all proposals received were evaluated in accordance with RFP 15-20.

COMPETITIVE: Yes

PROPOSAL EVALUATION:

Responses were evaluated by the Evaluation Committee which consisted of HCC representatives with relevant subject matter understanding who evaluated and scored proposals in accordance with the published evaluation criteria noted below.

Evaluation Criteria	Available Points
Firm's profile, overview and qualification and experience	10

Demonstrated qualifications of personnel and team	10
Proposed approach & methodology	15
Past performance & references	10
Price/cost schedules, billing rates	40
<u>Small business practices</u>	<u>15</u>

Total 100

EVALUATION COMMITTEE

QUALIFICATIONS:

Evaluator 1 – represents the Information Technology Department and is the business owner who will lead the work effort following contract award.

Evaluator 2 – represents Educational Technology Services and provides an in depth understanding of information technology operations and instruction at the local level.

Evaluator 3 – represents the Information Technology Department and is responsible for application development and support which will provide necessary support for the recommended award.

Evaluator 4 – represents Transformation & Institutional Effectiveness and provides high level subject matter understanding and relevance as to the alignment with HCC strategic plan development which will result in systemwide transformation.

Evaluator 5 – represents Educational Technology Services and provides an in depth understanding of information technology operations and instruction at the local level.

PRIOR HCC EXPERIENCE:

No

REFERENCES:

Evaluated and found to be favorable.

SMALL BUSINESS GOAL:

In accordance with the Houston Community College - Small Business Development Program, for this solicitation, HCC advertised a 35% Good Faith Effort – Small Business participation goal. The recommended firm has proposed a 35% SBE commitment using Outreach Strategist LLC, to conduct project data collection and communications.

RFP 15-20 HCC Information Technology Assessment

Summary Composite Score Sheet

Firm	Evaluation Criteria						Total
	Firm's Profile, Overview, Qualifications and Experience	Demonstrated Qualifications of Personnel and Team	Proposed Approach and Methodology	Past Performance and References	Price/Cost Schedules, Billing Rates	Small Business Practices	
Available Points	10	10	15	10	40	15	100
Berkeley Research Group	8.00	8.00	12.60	7.60	21.57	15.00	72.77
Access Sciences Corporation	6.00	7.20	10.80	6.00	34.11	6.00	70.11
Huron Consulting Group	7.20	7.20	11.40	8.00	17.30	15.00	66.10
North Highland	6.80	6.40	9.60	7.20	20.12	15.00	65.12
The Greentree Group	5.60	5.60	6.60	5.60	40.00	0.00	63.40
Bridgepoint Consulting	6.00	6.40	10.20	6.40	14.18	10.00	53.18
Northshore Consulting Group	4.80	5.20	8.40	4.80	19.44	5.15	47.79
Dynamic Campus Solutions, Inc.	7.20	6.80	9.60	6.40	15.10	0.00	45.10
Robeck Consulting, LLC	4.80	4.80	5.40	4.40	13.38	6.00	38.78
Triumphus	4.40	5.20	7.80	4.40	8.42	0.00	30.22



Procurement Operations

Request for Proposals (RFP)

Project Name: HCC Information Technology Assessment and Related
Services

Project No. RFP 15-20

Posted: June 30, 2015

Proposal Deadline: July 30, 2015 by 2:00 P.M. (local time)

REQUEST FOR PROPOSALS**TABLE OF CONTENTS**

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

Attachment No. 1	Proposal/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
Attachment No. 8	Service Agreement (Provided as separate Exhibit to RFP)

Note: Attachments 1, 5, and 7 should be signed and notarized.

HOUSTON COMMUNITY COLLEGE

SECTION 1. REQUEST FOR PROPOSALS - SUMMARY

Date: June 30, 2015

Project Title: HCC Information Technology Assessment and Related Services

Project No.: RFP 15-20

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Senior Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: hua.chiu@hccs.edu

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 more than 70,000 students each semester, 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 to provide consulting services related to the HCC Technology Services Assessment and related services as requested by HCCS authorized personnel. The exact scope of services required by HCC will be set forth in individual agreement(s) between HCC and the selected vendor(s). Qualified respondents are invited to submit a

written response outlining your qualifications and willingness to provide such services on an "as needed" basis as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

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 reasonable 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" firm(s) will require subjective judgments by the Evaluation Committee.

Respondents may take exceptions to any of the terms of this RFP including the attached sample agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken 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 or goods 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: _____Mandatory X Not Mandatory _____ Not Applicable:

A Non-Mandatory pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar Room) Houston, Texas 77002 on July 14, 2015 at 10:00 am (local time).

5. Proposal Due Date/Time:

HCC will accept sealed proposals in original form **until 2:00 PM (local time) on July 30, 2015.**

Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. 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.

6. 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 & ESD's websites	June 30, 2015
Pre-Proposal Meeting:	July 14, 2015 at 10:00 am
Deadline to receive written question/inquiries	July 16, 2015 by 2:00 pm
Response to written questions/inquiries (estimated)	July 20, 2015
Proposal Submittal Due Date	July 30, 2015 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	September 2015

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.

7. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than, 2:00 p.m. (local time) on July 16, 2015.

8. 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 consider and 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 (Proposal/Contract Award Form).

9. 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.

10. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials and 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.

11. 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.

12. 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 CONDITON 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.**13. 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.

14. Postponement of Proposals Due Date/Time:

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

15. 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.

16. 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: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, 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 this solicitation, HCC has established **Thirty-Five Percent (35%)** as its goal for Small Business participation.

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

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

17. 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.

18. Internship Program:

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

19. 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, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence

competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

20. 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.

21. 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.

22. 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.

23. 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. HCC's fiscal year begins on September 1 and ends on August 31st.

24. 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.

25. Ethics Conduct:

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

26. 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.

27. 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.

28. 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.

29. Terms and Conditions:

The Sample Consulting Services Contracts (Attachment No. 8) shall govern any Purchase Order issued as a result of this solicitation.

Respondents 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. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

30. 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.

31. 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.

32. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has

granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. 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.

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SECTION 2. 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 Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h) Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your request for proposal package**:

Attachment No. 1	Proposal/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 Interest

Note: Attachments 1, 5, and 7 should 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 Work/Services, above.
- c) Page Size, Binders, Dividers, and Electronic Copy

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

- d) Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f) Number of Copies: Submit **one (1) 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.
- g) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 4 and delivered to:
- Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 15-20
Title: HCC Information Technology Assessment and Related Services
- h) The envelope containing a proposal shall be addressed as follows:
Name, Address and Telephone Number of Proposer;
Project Description/Title; Project Number; and Proposal Due Date/Time.
- i) Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- j) 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 Work/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.
- 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 Profile, Overview, Qualification and Experience:**
Provide details as to the following:
- 1) Profile of the Firm: 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.

- 2) Overview of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing Information Technology Assessment and related services as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.
 - a) Provide firm's principal(s) and staff commitment in providing the services in this solicitation.
 - b) Provide firm's overall ability in providing the services and describe the projects your team has been associated with in providing the services described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the project requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) Qualifications & Experience of the Firm: Balance of this section should establish the ability of the firm and its sub-consultant, if any, to satisfactorily perform the required work.

Provide a detailed list where your firm has provided similar Information Technology Assessment and related services during the past 3 years including but not limited to, state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, and 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 project experience or higher education facilities experience and with regard to accomplishment of past projects involving Information Technology Assessment and related services. List if firm was prime or subcontractor.
- 7) Provide a detailed list of Technology Services Assessment goals that were realized during the engagement and time required in completing for each item noted above.

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 this project and providing the services described in this solicitation.

Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Please include the following:

- 1) A brief description of their unique qualifications as it pertains to this service.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to

- undertake the project.
- 3) Personnel's job functions, role, percent of time to be assigned to this project and office location.
 - 4) Designate the individual, who is authorized to sign and enter into any resulting contract.
 - 5) 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.
 - 6) Proposed team composition including 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 under this project.
 - 7) Provide documented expertise and educational level of individuals employed by the firm, who will be directly involved in providing the required services as described herein, and their philosophy concerning providing Information Technology Assessment and related services.
 - 8) For each key personnel proposed, provide a list of similar projects where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the project, length of time on the project, Technology Services Assessment related successes realized.

E. Tab 3 – Proposed Approach & Methodology:

This section should describe and discuss your proposed approach and methodology in providing the services described in this solicitation.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for the Information Technology Assessment and related services defined in the solicitation.
- 3) Description of your firm's project approach and ability to provide appropriate services in a timely manner.
- 4) Provide a detailed implementation/project plan with projected start and end dates of completion for each task noted in the scope of services, the resources (human and otherwise) required supporting the completed milestone and list of any required HCC resources or expectations needed in order to meet the proposed timeline.
- 5) 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. 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.
- 6) 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.
- 7) Quality: Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 8) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 9) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- 10) Describe your firm's methodology for collaboration and providing information flow between

HCC and all team members for the duration of any project including:

- a. Identify the means and methods to be used to develop communication protocol; and
- b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.

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. Provide examples of similar project experience; public institutions or public entities, preferred. 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 Name, title, and current phone number.
- 4) Past performance in effectively responding to problems presented in delivering the services required on project.
- 5) Provide examples of projects that highlight the firm's creative and innovative skills.
- 6) Provide documentation of successful strategies and methodology taken by your firm to meet the priorities and goals defined in the scope of services. Describe efforts taken and overall effectiveness.
- 7) Describe lessons learned from previous projects for Information Technology Assessment and related services that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 8) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to Information Technology Assessment and related services.
- 9) 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.
- 10) 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 a project.
- 11) Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed projects.

G. Tab 5 – Price/Cost Schedules, Billing Rates:

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Information Technology Assessment and related services, in accordance with the Scope of Services, and the general terms and conditions of the sample contract documents for the proposed price(s) listed in Section 5 – Price Proposal.

- 1) Proposer shall specifically state the fee your firm proposes for the work and services as described in this RFP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.
- 2) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 3) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 4) 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.

NOTE: Requested information must be included in additional sheets as part of the proposal submittal (in print and electronic format) as described in Section 2.3 above.

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;

- 1) 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.
- 2) For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.
- 3) At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- 4) 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.
- 5) Provide a reference list of all customers noted in Section 1.6 Tab 6 – Past Performance References (noted 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, telephone number and email address.

I. 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 Project. 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: (a) your definition of a mutually successful "relationship" between your firm and HCC; and (b) 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, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the respondent.

J. Firm's Financial Status:

Provide evidence that the firm is in good financial standing and current in payment of all taxes and fees such as state franchise fees.

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.

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.

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 Profile, Overview and Qualification and Experience Section II, 4, C (Tab 1)	10
Demonstrated Qualifications of Personnel and Team Section II, 4, D (Tab 2)	10
Proposed Approach and Methodology Section II, 4, E (Tab 3)	15
Past Performance & References Section II, 4, F (Tab 4)	10
Price/Cost Schedules, Billing Rates Section II, 4, G (Tab 5)	40
Small Business Practices Section II, 4, H (Tab 6)	15
Total Points	100

2. Eligibility for Award:

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

Responsible proposers, at a minimum, must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 3) Have a satisfactory record of past performance;
 - 4) Have necessary personnel and management capability to perform any resulting contract;
 - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 6) 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
 - 7) 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 bidders.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- 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. SCOPE OF SERVICES

HCC Information Technology Assessment and Related Services

1. General Overview:

Houston Community College is requesting proposals from qualified proposers to provide services for Information Technology Assessment and related services for the System's Information Technology Department. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

2. Project Summary:

The focus of the resulting engagement is to evaluate and assess the existing District and College IT environments, including their current capability, capacity, redundancy and resources for serving all departments. In addition, the awarded firm will conduct a staffing level assessment versus organizational needs.

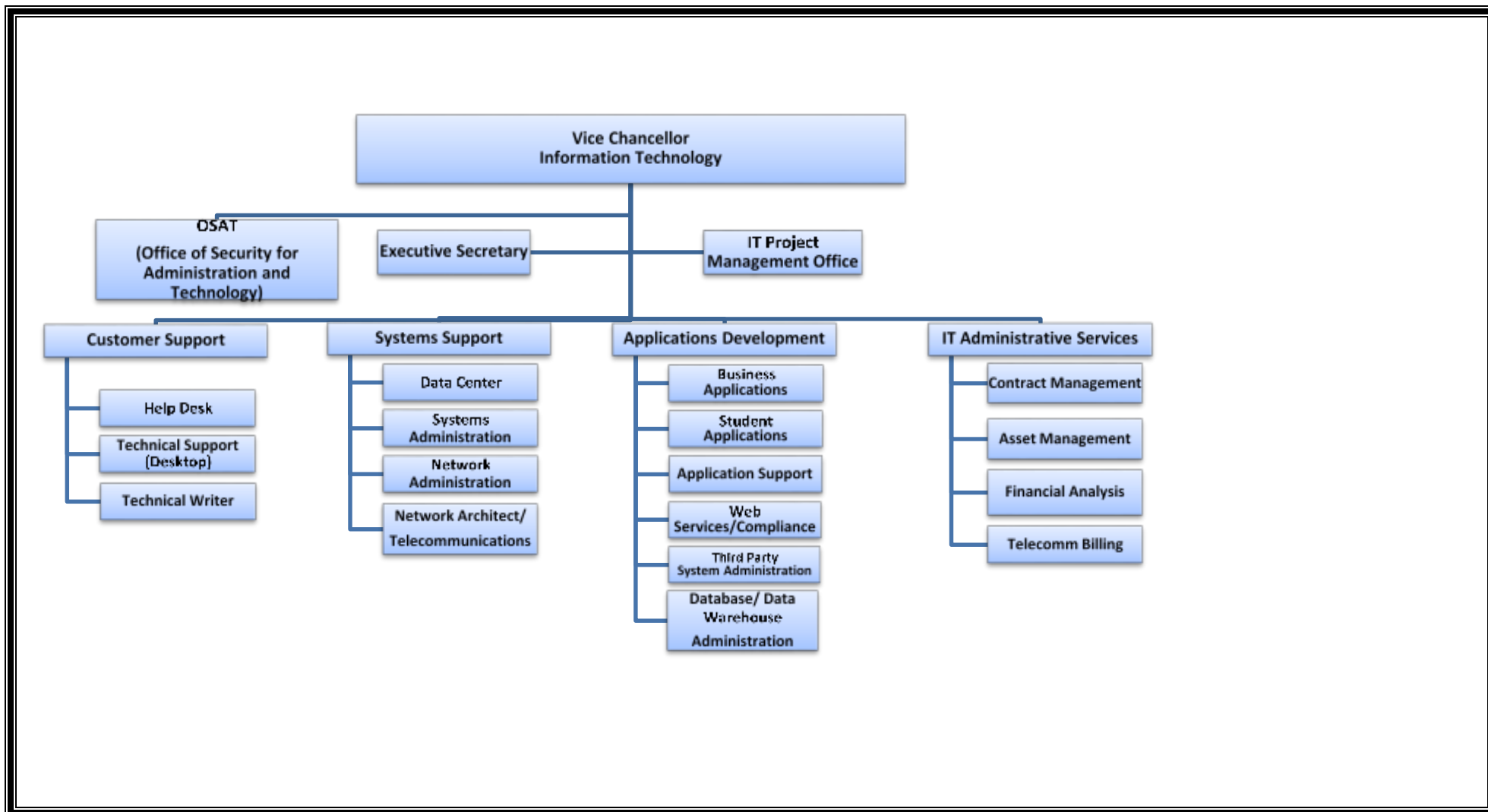
3. Information Technology Department Overview

Information Technology includes 6 departments and 127 employees under the office of the Chief Financial Officer. The departments include Applications Development, Administrative Services, Customer Support, Administration and Security, Project administration and Systems Support.

Below is a brief summary of each department's functions:

- The Applications Development department is responsible for the implementation, testing, training, and support of software. The department is comprised of Database/Data Warehouse Administration (DBA), Third Party Applications, Business Systems, Student Systems, Web Services and Compliance and Applications Support/Customer Contact. The Applications Development staff implements and deploys applications that are essential to HCC's enterprise management initiatives and student success.
- The Administrative Services department has responsibility for broad areas of employee services and management support, affecting all Information Technology (IT) Departments. The department is responsible for IT contracts that include hardware and software contract support and licenses. Personnel perform budget analysis, monitor the adequacy and uses of the budget, monitor and track instructional, student services and administrative contracts and assist in the development of the annual budget for the IT Department.
- The Customer Support department is responsible for providing technological hands-on service and end user support to all HCC faculty, staff, and student. The department is the central point of contact between the HCC's end users and IT resources.
- The Administration and Security department provides guidance to HCC in an effort to protect the confidentiality, integrity and availability of information resources to all users. The department is responsible for identifying information security risks, developing appropriate safeguards to address them and promote information security best practices.
- Project Administrator department provides comprehensive project management and coordination for, but not limited to, new and renovation construction and systems upgrade projects involving IT infrastructure.
- The Systems Support department is responsible for the design, configuration, implementation, maintenance, monitoring and twenty-four hour a day support of servers, networks, enterprise applications and Data Center operations.

4. Information Technology Department Organization Chart



5. Project Goals:

- 5.1. Conduct organizational review of HCC's IT department to include:
 - 5.1.1. Detailed examination of HCC IT's organizational structure and functions.
 - 5.1.2. Interviews with staff and external stakeholders, including faculty staff and students to include but not limited to determining service level performance, customer satisfaction levels and organizations tolerance for change.
 - 5.1.3. Identify existing organizational priorities.
 - 5.1.4. Assess reporting relationships, span of control, staff authority, and staffing levels.
 - 5.1.5. Assess resource efficiency, resource deficiency, or redundancy.
 - 5.1.6. Assess current job descriptions and organizational chart and recommend revisions to minimize duplication of efforts and increase efficiency
 - 5.1.7. Evaluate HCC's IT goals and objectives and its alignment with HCC's goal and objectives.
 - 5.1.8. Assess administrative strengths, i.e., financial, supervision and development of staff, risk management coordination and practices, and use of technology and identify areas requiring additional support and staffing.
 - 5.1.9. Provide recommendations for improving alignment between the district and colleges.
- 5.2. Identify the gaps where the current IT environment is insufficient to meet the computing needs of the diversity of the District and Colleges.
- 5.3. Identify and highlight the constraints imposed on the IT planning process, including those determined to be due to the culture and environment at the district and colleges.
- 5.4. Perform an assessment of existing technical support business processes and service delivery practices offered at the District offices and at each college and campus. Assessment and outcome must include:
 - 5.4.1. Potential cost and service benefits from consolidating the district and college information technology structures into a centralized IT structure.
 - 5.4.2. Analysis of advantages and disadvantages of consolidating the IT departments.
 - 5.4.3. Recommendation of an organizational structure for providing district wide customer and technical support services.
- 5.5. Conduct an administrative and instructional budget resource review based on institutional needs.
- 5.6. Identify opportunities for improvement and develop practical and cost effective recommendations for each opportunity identified. Assessment should include evaluations specific to the following functions:
 - 5.6.1. District wide instructional and administrative technology organizational structure.
 - 5.6.2. Cross training and skills of district and college IT staff.
 - 5.6.3. Requests for customer support and applications development services and prioritization.
 - 5.6.4. ERP customizations to HCC's PeopleSoft HR Finance, and Campus Solutions systems.
 - 5.6.5. Change control processes.
 - 5.6.6. Problem escalation and resolution processes, including division of responsibilities between IT staff and functional user.
 - 5.6.7. In house application development, maintenance, application roll out and training.
 - 5.6.8. Use of consultants in application development, maintenance, application roll out and training.
- 5.7. Review server infrastructure at each college. Provide a recommendation for centralizing all college servers and system administration under district IT.
- 5.8. Develop recommendations that will assist the District's desire to maintain reliable and efficient information technology support in a cost effective manner. Recommendations must include reporting structure, policies and procedures that will improve the delivery of information technology systems and services district wide.

- 5.9. Evaluate current 2014-2016 IT strategic plan and provide recommendations for a comprehensive IT strategic plan for district wide Instructional and Administrative services.
- 5.10. Review the organizational structure and change management processes for the Applications Development, Customer Support and Systems Support departments and provide a recommendation for improving communication, agility, reducing/shortening project delivery times and customer services.
- 5.11. Identify current performance measures based on industry standards.
- 5.12. Review HCC's IT Governance Structure and provide recommendations for improvement.
- 5.13. Review current cloud services strategy and provide recommendations based on the HCC's current strategy, capacity and the industries hosted services capabilities.
- 5.14. Review disaster recovery as well as business continuity systems and procedures to determine that business continuity for each IT Division are dependable in the event of a major disaster or emergency.
- 5.15. Evaluate HCC's instructional technology organizational (TLR, DE, College Education Technology) and services structure and provide recommendations for restructuring and improving services to faculty and students district wide.
- 5.16. Develop and analyze benchmark data comparing IT services for districts/colleges of similar size and characteristics to HCC in regards to budget, staffing levels, supported application systems, and other comparable measures.

6. Consultant Responsibilities:

- 6.1. Establishing internal procedures, including careful assignment of the appropriate amount of resources, in order to maintain project budget and schedule throughout the course of the project.
- 6.2. Preparing monthly status reports, which will include task-by-task information on work completed and budget expended to date. Monthly status reports will be submitted along with monthly payment requests in a format acceptable
- 6.3. Preparing agendas and meeting minutes. Meeting agendas must be provided 2 days in advance of each meeting, and meeting minutes must be provided within 3 days following the meeting.
- 6.4. Ensure the quality and accuracy of deliverables.
- 6.5. Report and work directly with the Vice Chancellor of IT throughout the engagement.

7. Deliverables:

- 7.1. Consultant will deliver the following:
 - 7.1.1. Provide a project plan for assessing, reviewing and providing deliverables for each task identified in the scope of services.
 - 7.1.2. Provide a schedule for weekly project and monthly leadership meetings to discuss progress and any unique issues that may have surfaced.
 - 7.1.3. Provide a weekly status report against each contact performance measure to the management team.
 - 7.1.4. Conduct a meeting with the leadership team to discuss preliminary findings and sample organizational structures. The goal of this meeting is to agree on an organizational structure outline that works best, which may or may not vary from the existing organizational structure.
 - 7.1.5. Prepare a detailed listing of each of the assessment activities performed, with links to reports and outputs created by all of the tools used during the assessment.
 - 7.1.6. Provide a detailed list of the IT issues identified along with the risk that they pose. Include recommendations for improvement and practical and cost effective recommendations for each opportunity identified.
 - 7.1.7. Provide bench mark data for all recommendations comparing IT services for districts/colleges of similar size and characteristics to HCC in regards to budget, staffing levels, supported application systems, and other comparable measures.
 - 7.1.8. Recommend an optimal IT organizational "Customer Service" model to best meet the needs of HCC's faculty, staff and students. Recommendation must include staffing

requirements (both current and future), pros and cons, an implementation plan and a timeline for changes to the existing an organizational structure based on the need to improve existing services and/or the consolidation/centralization of technology services district wide.

7.1.9. Identify best practices and performance measures that should be adopted by HCC IT.

7.1.10. Provide recommendations for streamlining procedures and processes for current and required functions.

7.1.11. Identify cost saving technologies to support current and future programs and operations.

7.1.12. Provide training recommendations to improve operations and support succession planning.

7.1.13. Provide recommendations for restructuring and improving HCC's Instructional Technology services to faculty and students district wide.

8. Project Completion Schedule:

8.1. The assessment completion date shall be within three months from HCC issued Notice to Proceed.

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SECTION 5. PRICE PROPOSAL

(Possible 40 Points; See Section 3.1)

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.

Signature is required at the end of this Section 5. Price Proposal

1. Total Cost:

Provide a Total Cost (to include all travel and living expenses) for the solution proposed. The Total Cost proposed will be a firm fixed cost for the life of the contract. Considering that the term of the resulting agreement shall be for a period of three (3) months from HCC issuance of a notice to proceed and considering that this Agreement may be terminated by HCC for convenience (without cause) upon ten (10) calendar day's prior written notice of termination delivered to the Contractor by certified mail.

1.1. Total Proposed Cost (through project completion): \$ _____

Price points shall be calculated based on the following formula:

$$\frac{\text{Lowest Total Proposed Cost}}{\text{Proposer's Total Proposed Cost}} \times \text{Available Points (40)} = \text{Price Score}$$

2. Total Cost Breakdown:

Provide a complete and detailed breakdown of all aspects of proposed monthly cost as noted in Section 5.1.1 above; include additional detail and supporting information as needed. HCC reserves the right to seek clarification and negotiate all proposed cost it deems in its own best interests.

2.1. Dedicated Staffing:

Dedicated Staffing	
Dedicated Personnel Name & Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$

(Note: Proposer shall list all dedicated staff that will be assigned to and working on the HCC account)

2.2. Staffing Commitment:

Staffing Commitment

Dedicated Personnel Name & Title	HCC Committed Hours Per Month

(Note: Proposer shall list the total number of hours each Dedicated Personnel listed in Section 5.2.1 above shall be dedicated to the HCC account on a monthly basis)

2.3. Pricing Detail:

Pricing Detail	
Service Description	Fee

(Note: Proposer shall list all aspects of proposed cost including but not limited to travel, software, subscription, marketing or any other cost not already disclosed in Section 5.2 above, that make up the proposed cost; the sum of all cost disclosed in Section 5.2.1 through 5.2.3 above must be equal to the Total Proposed Cost in Section 5.1.1 above)

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.

For this Section 5 - Price Proposal:

Name:	
Title:	
Date:	
Signature:	

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

PROJECT TITLE: HCC Information Technology Assessment and Related Services

PROJECT NO.: RFP 15-20

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions 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 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 proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this _____ day of _____, 2015.

Notary Public for the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 15-20**

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 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 Proposer to complete this form Section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

_____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

_____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFP 15-20**

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

 (Name of proposer's company)

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

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

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

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

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

Signature: _____

**ATTACHMENT NO 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. RFP 15-20**

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses 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 CERTIFICATIONS
HCC PROJECT NO.: RFP 15-20**

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 Proposer 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, 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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

**EXHIBIT 2 - TO ATTACHMENT NO 5
PROHIBITED CONTRACTS/PURCHASES**

HCC PROJECT NO. RFP 15-20

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
HCC PROJECT NO. RFP 15-20**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007

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 15-20**

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 of 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."

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

State of _____

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

this the _____ day of _____, 2015

Notary Public for the State of: _____

**ATTACHMENT NO 8
SERVICE AGREEMENT
HCC PROJECT NO. RFP 15-20**



Provided as separate Exhibit 1 to RFP

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
10	Update on Strategic Planning	Dr. Cesar Maldonado Dr. Edmund Herod

DISCUSSION

Provide an update on strategic planning.

DESCRIPTION OR BACKGROUND

HCC is currently developing the planning and engagement process for the 2016-2019 Strategic Plan.

FISCAL IMPACT

N/A

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

ACTION ITEM

Meeting Date: September 10, 2015

Committee: *Facilities & Finance*

ITEM NO.	ITEM TITLE	PRESENTER
11	Settlement Authorization For Property Located at 3700 Navigation, Houston, TX	Dr. Cesar Maldonado E. Ashley Smith

RECOMMENDATION

Authorize settlement of Cause No: 1045960, HCC vs. 1951 Interests, LP, pending in Harris County Court at Law #1.

COMPELLING REASON/RATIONALE

Settlement of this eminent domain matter will enable platting and development of the Felix Fraga expansion project to proceed, and will eliminate the risks and legal expenses associated with trial and appeal.

DESCRIPTION OR BACKGROUND

This suit arises from HCC's condemnation of a 1-acre tract of vacant land owned by 1951 Interests, LP's (1951), located at 3700 Navigation Blvd., Houston, Harris County, Texas, 77003. HCC is acquiring the parcel for future expansion of the Felix Fraga campus. The court ordered the parties to mediation, prior to trial. This settlement is the result of the mediation process.

FISCAL IMPACT

\$1,089,000.

LEGAL REQUIREMENT

Board approval of the mediated settlement amount is required to proceed with final judgment and payment of the final land acquisition cost.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Support Innovation

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

REPORT ITEM

Meeting Date: September 10, 2015

Committee: *Facilities and Finance*

ITEM NO.	ITEM TITLE	PRESENTER
12	Legislative Update	Jarvis Hollingsworth

DISCUSSION

Provide an overview of relevant policy matters emerging from the Texas 84th legislative session.

DESCRIPTION OR BACKGROUND

FISCAL IMPACT

To be determined.

STRATEGIC GOAL ALIGNMENT

Strategic Initiative: Increase Student Completion
Respond to the Needs of Business and Industry

Attachment Title(s): **Legislative Update Presentation (Will be provided under separate cover)**

This item is applicable to the following:

Central Coleman Northeast Northwest Southeast Southwest 3100

APPENDIX



Strategic Plan 2012-2015

Creating Opportunities for Our Shared Future

Approved by the HCC Board of Trustees, June 2012

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 and economic development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

Vision:

HCC 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.

Guiding Principles:

Our Guiding Principles direct our interactions with students, the internal and external communities we serve, and each other, giving focus to our primary purpose: devotion to the achievement of student success, defined as timely completion of certificates and degrees that drive real accomplishments in the workplace, at universities, and in society.

- **Freedom with Responsibility**
HCC subscribes to and upholds a doctrine of freedom that follows the principle of responsibility.
- **Commitment to Excellence**
HCC believes that a commitment to doing one's very best without regard to position is the starting point of all expressions of excellence and setting of high standards for quality and performance.
- **Respect for the Person**
HCC holds that a principle of community mindfulness begins with respect for oneself and for others. Respect is the framework of personal integrity and provides the tie that binds us together.
- **Sound Stewardship**
Stewardship is the path to fulfilling HCC's Mission and acknowledges our guardianship of its resources and positive impact on the lives of our students and community at large.

Strategic Initiative #1 - Increase Student Completion

HCC currently leads the state and is fifth in the nation in the number of students who complete associate degrees. While we are proud of this fact, we can do better. We will strengthen our efforts and scale up those strategies that have been proven to increase the rates of students' persistence and completion.

HCC will continue to serve as a national Achieving the Dream (ATD) Leader College and work hand in hand with our high school partners to ensure more students enter our doors college-ready and leave well-prepared for successful transition to jobs, careers, and further education.

- Action 1.1:** Improve student preparation for higher education and transition to careers
- Action 1.2:** Improve academic success of students in their first semester
- Action 1.3:** Revamp developmental education to ensure greater success with more efficient delivery
- Action 1.4:** Improve students' persistence rates from one semester to the next
- Action 1.5:** Ensure students complete their programs of study and transition successfully to jobs/careers or further education

Strategic Initiative #2 – Respond to Business and Industry

As the supplier of skilled workers to business and industry, we have a responsibility to build partnerships and to develop the means to respond quickly with the creation and design of programs and student-learning outcomes that meet their requirements.

The employer is our customer. Our clear responsibility to both employers and to students is to narrow the jobs gap and the skills gap for both of these stakeholders.

- Action 2.1:** Engage industry leaders in dialogue to identify present and future needs
- Action 2.2:** Improve the infrastructure of workforce programs (instruction, curriculum, facilities, and equipment) to meet the business and industry needs
- Action 2.3:** Ensure students have access to information and support services to complete career and technical education programs

Strategic Initiative #3 – Develop 21st Century Learners

HCC must prepare our students to become citizens and workers capable of productive and meaningful participation in the 21st century. Core competencies of critical thinking, effective communications, quantitative reasoning, teamwork, personal responsibility, and social responsibility must be taught in all of our instructional programs.

All classrooms at HCC should meet minimum technology standards, and all faculty must be trained and supported in using effective teaching and learning strategies to promote success for students in their learning today as well as throughout their lifetime.

- Action 3.1:** Ensure adoption and commitment by HCC to 21st century core curriculum skills as defined by the Texas Higher Education Coordinating Board (THECB)
- Action 3.2:** Create new platforms and methodologies to teach and support students using effective methods of course delivery, teaching practices,
- Action 3.3:** Provide an environment conducive to optimal learning that includes consideration of facilities, technology, equipment, materials, accessibility, and concern for students

Strategic Initiative #4 – Support Faculty/Staff Professional Development and Student Leadership Development

HCC has celebrated its 40th year by enrolling and graduating more students than ever before. To ensure we continue to thrive as an essential and relevant institution for the educational development of our students and the economic development of our community, we must prepare students, faculty, and staff for the leadership roles of tomorrow.

We will do this in multiple ways – through the expansion of external resources and support, purposeful mentoring of leadership candidates, infusion of opportunities for leadership development in our instructional programs, student services, extracurricular activities, and human resources.

- Action 4.1:** Develop a system-wide strategy to encourage leadership development for students
- Action 4.2:** Develop a system-wide strategy for ongoing professional and leadership development for faculty

- Action 4.3:** Develop a system-wide strategy for provision of professional and leadership development for HCC personnel at all levels and functions of the organization

Strategic Initiative #5 - Support Innovation

HCC recognizes that in the near term there will be continuing economic turmoil to challenge the funding and stability of the institution. We also recognize that continuous technical challenges will create disruptions and opportunities in the delivery and transfer of knowledge and data.

To counter and overcome these difficulties, we must be an institution where innovation is valued and promoted. However, nothing will be accepted merely on the basis of custom, anecdote, or fad – everything we do must be proven to have long-term value in terms of strengthening our institutional resilience and capacity to serve our students and our community.

- Action 5.1:** Reduce HCC’s reliance on debt to maximize the use of operating dollars for strengthening teaching and learning capabilities
- Action 5.2:** Leverage current and new grant opportunities to improve the institution’s capability to respond to our teaching and learning needs
- Action 5.3:** Expand opportunities for the HCC Foundation to fund capital projects, program excellence, and faculty development
- Action 5.4:** Optimize technology and capital assets through planning for business continuity, disaster recovery, replacements, training, and environmental sustainability

Strategic Initiative #6 – Support Entrepreneurialism

Houston is an entrepreneurial, “opportunity city” where taking a risk, failing, and starting over again are valued. HCC is the “Opportunity College” and is grassroots in its approach to serving its constituents. Therefore, HCC is committed to strategic thinking that not only respects students wherever they are, but also inspires and gives them the tools and confidence to follow their dreams.

HCC will commit to an entrepreneurial culture within the organization to serve as an example of the “spirit of Houston.” For this institution, fostering a culture that encourages inspiration and dreaming helps students actualize their potential.

- Action 6.1:** Encourage an entrepreneurial culture among all members of the HCC family
- Action 6.2:** Develop and implement promising practices that nurture and reward a spirit of entrepreneurialism throughout the institution

Action 6.3: Strengthen HCC assessment and institutional effectiveness (IE) processes and activities

Strategic Initiative #7 – Leverage Partnerships

Houston is a global leader. The diversity of our economic structure and our willingness to embrace and value the partnerships encourage innovation. HCC is a principle partner for educational and economic opportunities, enhancing and advancing the community's quality of life. HCC is a catalyst for creating jobs.

Former U.S. Secretary of Defense Robert M. Gates described foreign language education, study abroad, and the recruitment of foreign students to U.S. campuses as key strategies in promoting America's national security and economic interests. While addressing the audience at the 2012 NAFSA conference in Houston, Gates stated, "Our economic future depends on Americans who can work successfully in an international setting."

According to an American Council on Higher Education Blue Ribbon Panel on Global Engagement (November, 2011), "It is important that college graduates, whatever their location, be not only globally competitive but also globally competent, understanding their roles as citizens and workers in an international context. While identifying common problems, we might also discover common solutions (p.6)."¹

Action 7.1: Identify and secure new local partnerships capable of improving the institution's capacity, performance, and resilience

Action 7.2: Identify and secure new regional and state partnerships capable of improving the institution's capacity, performance, and resilience

Action 7.3: Identify and secure new international partnerships capable of improving the institutions' capacity, performance, and resilience