



## **Procurement Operations**

**Request for Proposals (RFP)**

**For**

**Learning Management System**

**Project No. 10-12**

# REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: April 12, 2010  
Project Title: Learning Management System  
Project No.: 10-12

ISSUED BY:

Houston Community College  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002

SUBMIT INQUIRES TO:

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

Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to supply, deliver (F.O.B. Destination), and install a Learning Management System as described and specified in the Specifications, Attachment No. 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 Attachment No. 4.

Pre-Proposal Meeting: \_\_\_\_\_Mandatory     Not mandatory

A pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room #11A07) Houston, Texas 77002 on Wednesday, April 21, 2010 at 10:00 a.m., (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide a Learning Management System, until 3:00 p.m., (local time) on Wednesday, April 28, 2010. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room 11A06), Houston, Texas 77002.

Contract Term: It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years.

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

## INSTRUCTIONS TO PROPOSERS

### 1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing a Learning Management System in accordance with the Specifications contained in this solicitation (Attachment No. 3).

### 2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and five (5) copies of the technical proposal and six (6) copies of the price proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Proposal /Contract Award Form (Attachment No. 1)
- Checklist for a Learning Management System (Attachment No. 3A)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) \*\*\* Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 10-12  
Attn: Pam Ferreira, Senior Buyer

### 3. **Eligibility for Award**

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

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
  - Have a satisfactory record of past performance:
  - Have necessary personnel and management capability to perform any resulting contract:
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; 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:
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) 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.
- e. 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.
- f. 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 13 of this solicitation

#### 4. **Preparation of Proposal**

##### a. **Technical Proposal:**

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

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Understanding and Management:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.
- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.

- **Fulfillment of Scope of Services:** This section shall include a checklist indicating if your proposed Learning Management System offers each of the features and capabilities listed in Scope of Services, Attachment No. 3A.
- **Small Business Participation:** This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

**b. Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Schedule of Items and Prices). NOTE: Contractor(s) may submit proposals on the entire project or on the pieces separately: software, hosting, and helpdesk services.

**5. Evaluation Criteria**

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

<b><u>FACTOR</u></b>	<b><u>Percentage Weight</u></b>
• Project Understanding and Management:	5 %
• Qualifications and Experience of Firm:	10 %
• Qualifications and Experience of Personnel:	20 %
• Fulfillment of Scope of Services	35 %
• Price Proposal	30 %

**Total: 100%**

**6. 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 **Section 3 of 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.

NOTE: One or more contracts may be awarded as a result of this request for proposals.

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.

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

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

**8. Oral Presentations**

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

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

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established "**Best Effort**" as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
  - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

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

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

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

12. **Internship Program**

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

13. **Prohibited Communications**

Except as provided in exceptions below, the following communications regarding 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, proposer, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

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

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

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

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.

14. **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.

15. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC.

16. **Explanation to Proposers**

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

**17. Texas Public Information Act**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("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.

**18. Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to 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 31<sup>st</sup>.

**19. 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 Texas Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 16, Conflict of Interest Questionnaire Form** with the proposal package.

**20. 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.

**21. No Third Party Rights**

This Contract is made for the sole benefit of the 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.

**22. Submission Waiver**

By submitting a response to this RFP, the Offerer 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.

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

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**PROJECT TITLE:** Learning Management System

**PROJECT NO.:** 10-12

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Name of Proposer/Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Receipt of Proposal Amendment Number(s): \_\_\_\_\_

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In compliance with the requirements of this Request for Proposals for the supplying, delivery, and installation of a Learning Management System, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

Signed By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

-----  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)

Project No. 10-12  
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Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at [www.hccs.edu](http://www.hccs.edu), incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2010.

Signed By: \_\_\_\_\_

Title: COO/Deputy Chancellor

**ATTACHMENT NO. 2**

**SCHEDULE OF ITEMS AND PRICES  
FOR  
LEARNING MANAGEMENT SYSTEM**

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the supplying, delivery, and installation of a Learning Management System, in accordance with the Scope of Services and the general terms and conditions of the sample contract documents for the price(s) listed below.

<b><u>Item No.</u></b>	<b><u>Description of Services</u></b>	<b><u>Proposed Cost</u></b>
<b><u>Software</u></b>		
1.	Learning Management System Software	\$_____/Lump Sum
<b><u>Hosting</u></b>		
2.	Cost for 24 x 7 Managed Remote Hosting/ASP	\$_____/Lump Sum
<b><u>Support Services</u></b>		
3.	Cost for 24 x 7 Student Help Desk Support	\$_____/Lump Sum
	<b>Total Lump Sum Proposed Price: (Item Nos. 001 to 003):</b>	<b>\$_____</b>

## ATTACHMENT NO. 3

### SCOPE OF SERVICES & CHECKLIST FOR A LEARNING MANAGEMENT SYSTEM

**Scope**

This Scope of Service covers the requirements for the Contractor to provide a Learning Management System, that if selected, can easily accommodate large student enrollment, faculty involvement and integration with HCC's technical systems.

Distance Education (DE) enrollment, and online enrollment in general, has grown tremendously at HCC. This academic year, Distance Education alone will enroll close to 40,000 individual students with well over 60,000 course registrations in approximately 2,500 sections. More students, enrolled in both hybrid and web-enhanced courses, also use the Learning Management System.

As of the beginning of the Spring 2010 semester, Distance Education enrollment was up approximately 30% over the same time last spring. This does not include hybrid and web-enhanced increases. Therefore, significant online student growth is both documented and anticipated for the immediate future.

The learning management system should provide, at a minimum, the following software requirements. Please respond to each item in the order they are presented below. Separate sheets may be attached.

1. ADMINISTRATION REQUIREMENTS/SOFTWARE	YES	NO	COMMENTS
Does the LMS integrate/authenticate with Microsoft Active Directory and/or Novell Identity Management?			
Is the LMS interoperable with Microsoft Exchange email system?			
Does the LMS provide flexibility of administrative roles and does it allow for customization of the structure of these administrative roles?			
Does the system interface with PeopleSoft Web Services (v.9) or newer version?			
Does the LMS interface with the PeopleSoft Student Administration System and portal solution?			
Does the LMS utilize a Unix, Linux, or Windows-based operating system environment?			
Does the LMS utilize a non-proprietary database management system with standard query language capabilities to access data?			
Does the LMS system have the ability to administrate and manage user accounts from a single screen with rules-based assignment of roles?			
Does the LMS system provide a reporting tool/system that is integrated with the software and easy to use?			
Does the LMS system provide immediate system, application, and database level support on a 24/7 basis?			
Does the system provide secure file import and export capabilities?			
Does the system provide authentication processes and rules for login/password encryption, user lockout, and password resets?			
Does the system provide security management and a reporting system for reviewing root level access information?			
Does the LMS system analyze data in the event of a security breach?			

<b>1. ADMINISTRATION REQUIREMENTS/SOFTWARE – (CONT'D)</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Does the LMS system provide audited and tested business continuity as well as disaster recovery plans and sites?			
Is online and in-person classroom training provided for system administrators and other technical support personnel?			
Does the system conform with the IMS Global Consortium Common Cartridge interoperability standard?			
Is there a way to integrate with Blackboard Connect ED through the Learning Management System?			
Can the system generate customized retention reports, grade distribution reports, and other student success-related data?			
Does the system allow for development areas at one level based on HCC's customized administrative structure? (for instance, can HCC have a universally accessible development area?)			
Using the LMS, can HCC combine multiple sections into one course shell but still retain individual unique HCC course numbers pulled from HCC's PeopleSoft system?			
Is this possible on multiple administrative levels?			
Is there an automated course transfer system for transferring courses from Blackboard Vista?			
Is there an automated course transfer system for transferring courses from one course to another within the Learning Management System (both within a semester and from semester to semester)?			

<b>2. FACULTY REQUIREMENTS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
<b>A. Communication Tools:</b>			
Discussion Forum			
Discussion Management (Accessing/Scheduling)			
Other available communication formats			
Discussions available via mobile devices			
Collaborative document editing			
Internal and external email options			
Internal communication between courses			
Calendars (interactive and personalized)			
Ability to add attachments to announcements and sort			
<b>B. Productivity Tools:</b>			
Search within course			
Orientation/Help (tutorials, user manuals, contextual help)			
Track progress of students (for faculty)			
Track progress (for students like "my progress")			
Gradebook tied to discussions, assessments & assignments			
Sorting within tools			
<b>C. Student Involvement Tools:</b>			
Ability to group students			
Community networking (communication within groups)			
Document sharing (like Google docs)			
Student ePortfolio (archival of student work)			
Includes support for Web 2.0 functionality including but not limited to: <ul style="list-style-type: none"> <li>o Common API's such as Twitter, Ning/Facebook, RSS, Podcasting</li> <li>o Integrated wikis and community engagement features</li> <li>o Integrated Blogs</li> <li>o Twitter or similar functionality</li> </ul>			

<b>2. FACULTY REQUIREMENTS – (CONT'D)</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
<b>D. Course Delivery Tools:</b>			
Interface with internal and external content repositories using standard XML protocols.			
Different assessment types			
Automated testing management (control of test environment)			
Automated testing support (import/export tests/test banks)			
Online marking tools (enable faculty to mark student work online)			
Online gradebook (inside Learning Management System)			
Online gradebook (to connect to PeopleSoft)			
Course Modules or equivalent			
HTML editor built into Learning Management System			
Drop box with time stamp / student notification.			
Embedded video streaming via YouTube, Kaltura, or similar software			
<b>E. Content Development Tools:</b>			
Allows for user-specific modifications for 508/ADA compliance requirements.			
Allows for common compliance accommodations such as variable release times and durations for assessment and other course objects for specific individuals and/or groups.			
Course templates			
Customized look (colors, icons)			
Instructional design tools (wizards)			
Instructional standards compliance (SCORM)			
Copy course			
Backup course			
Widgets (ability to add widgets within the course)			
Customizable according to industry (IT, W3C, and other) standards			
Support for publisher epacks			
Is online and in-person classroom training provided for faculty?			
Third party application integration to support functionality including offline test preparation and PowerPoint conversion			
Does the system create web-standard xml protocols, which would allow the use of widgets and other types of embedded xml code?			
Can you provide a list of the API's that the system supports?			
Do you have a developer network?			
Does the software integrate with external apps to aid in test creation, PowerPoint conversion, and lockdown browser. Alternatively, explain how your system incorporates the functionality of these kinds of applications.			
Does your system have automated test creation (internally or through a third party application)?			

3. REMOTE HOSTING	YES	NO	COMMENTS
External hosting and maintenance service options			
Protects security for personal and confidential information in accordance with FERPA			
Service level agreement provides a guarantee of +99.9% average monthly system and server uptime along with approved deficiency response penalties			
All data on system backed up offsite at least once per day without system and performance degradation			
A clearly articulated procedure for escalating problems through an internal chain of command is provided. Conditions under which such escalation will occur should be indicated.			
Management reports on specific areas of concern are provided upon request in a timely manner in accordance to service level agreement			
Provides a development server license and hardware for tests prior to implementation			
Minimum of 72 hour maintenance notification to HCC			
Incident reports due to HCCS-DE administrator within 4 hours of the incident closure.			
Are you willing to pay penalties for downtime during peak periods?			
Do you have a clustering solution in place? If no, what is your alternate method of ensuring uptime?			
What types of servers do you utilize? What size? OS? Database? Web Server? (Provide a recommended server and storage configuration diagram for a hosted and non-hosted HCC) Please comment.			
What is the largest institution that you host? Can you give us contact into? Please comment.			
Does your system offer real-time access to all logs? Allows HCC representatives SQL query access to system database			
Does your system offer standard reports? Does the system provide monthly reports & metrics to HCC (e.g., system performance, user analytics, LMS traffic, etc.)			
Provides telephone/web support as needed by HCC technical support staff in accordance to service level agreement. In other words, when HCC calls for administrative help, does a technician onsite answer the phone? If not, explain alternate options.			
Are onsite support techs available evenings and weekends (including holidays)?			
Do you offer a dedicated full or part time technician to support HCC's managed hosting service? (i.e. is there a "complex hosting" option?			
Is there a mirrored site and what is the restore time after a complete failure at the primary site?			

<b>4. LOCAL HOSTING OPTION:</b>			
Are local/self hosting options available? If yes, answer the remaining questions in the following Local Hosting Option section.			
Are there standard "estimated personnel needs" for locally hosting the system? (Administrators, Oracle DB Admin, software/programming/development/others)?			
Is there standard "recommended equipment" for hosting your solution in an institution of HCC's size?			
Is there standard recommended "tertiary software?"			
What are the recommended bandwidth estimates for an institution of HCC's size?			
What innate backup/recovery solutions are part of the package?			
<b>Integration with HCC Content Repositories:</b>			
Does the system use standard xml protocols that would allow easy integration of embedded content?			
Does the system support the creation of a user interface to access content repositories from within the Learning Management System?			
Does the Learning Management System have the capability to display public-facing (non-password controlled) content?			
<b>Output Protocols:</b>			
Does the system have a mobile interface?			
Are there any browser restrictions? Please comment.			
Does the Learning Management System offer any sort of standardized file conversion to allow for universal/uniform display of information? (e.g. Word to PDF or Word to html/xml automation)			

<b>5. HELP DESK SUPPORT SERVICES</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Is there a 24 X 7 tech support helpdesk service for faculty and students?			
Does it provide 24 x 7 email help?			
Does it provide 24 x 7 live chat/texting help?			
Are all help desk and problem report requests tracked?			
Is there a student satisfaction feedback feature? If so, how is feedback data collated and how often is it reported to the client?			
Is there a faculty satisfaction feedback feature? If so, how is feedback data collated and how often is it reported to the client?			
Can HCC's LMS administrators access your helpdesk ticketing system?			

## ATTACHMENT NO. 4

### GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be three (3) years, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

4. **Compliance with Laws**

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

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

6. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving ninety (90) calendar days written notice thereof to the selected contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

**9. Ethics Conduct**

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

**10. Conflict of Interest**

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

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

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this Contract, HCC has established "**Best Effort**" as the small business participation goal.

**12. Small Business Compliance**

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

**13. Prime Contractor/Contract for Services**

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

**14. Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

**15. Insurance Requirements**

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

**16. Indemnification**

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra-contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

**17. Independent Contractor**

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

**18. Assignment**

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

**19. Notices**

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

**Houston Community College:**  
Procurement Operations (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Executive Director, Procurement Operations

**Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

**20. Invoicing and Payment**

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

Houston Community College  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 10-12 and the applicable purchase order number.

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

**21. Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period 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 contract by giving the contractor a thirty (30) day written notice of its intention to 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 comes first. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**22. Entire Agreement**

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

**ATTACHMENT NO. 5**

**DETERMINATION OF GOOD FAITH EFFORT**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

I, \_\_\_\_\_, \_\_\_\_\_, of  
 (Name) (Title)

\_\_\_\_\_, certify that on the date(s) shown, the small businesses listed herein were  
 (Name of proposer's company) contacted to solicit Proposals for Materials or Services to be used  
 on Project # 10-12

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

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

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

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

Signature: \_\_\_\_\_

**ATTACHMENT NO. 7  
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College  
Procurement Operations/Small Business Representative  
Post Office Box 667517  
Houston, Texas 77266-7517  
Ref: HCC Project No. 10-12**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

**BUSINESS CLASSIFICATION**

____ <b>DBE</b> Disadvantaged Business Enterprise	____ <b>SB</b> Small Business
____ <b>WBE</b> Women Owned Business Enterprise	____ <b>MBE</b> Minority Business Enterprise
____ <b>HUB</b> Historically Underutilized Business	____ Other: _____

Please provide information regarding certifying agency (if any)

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



**ATTACHMENT NO. 9**

**NON-DISCRIMINATION STATEMENT**

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

Name/Title: \_\_\_\_\_  
(Type or Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(Type or Print)

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ATTACHMENT NO. 10**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Signature of Firm's Authorized Official: \_\_\_\_\_

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 11**

**AFFIDAVIT FORM**

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

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

**State of Texas**

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 12**  
**BUSINESS QUESTIONNAIRE**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

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

If yes, please specify: \_\_\_\_\_

State in which your home office / headquarters is located? \_\_\_\_\_

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

If yes, list percentage. \_\_\_\_\_%

Name of Financial Institution \_\_\_\_\_ Contact Person \_\_\_\_\_

Title \_\_\_\_\_

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

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



**ATTACHMENT NO. 13**

**ASSURANCE OF SBDP GOAL**

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

Small Business Participation Goal = **"BEST EFFORT"**

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date of Signing \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## **ATTACHMENT NO. 14**

### **VENDOR APPLICATION INSTRUCTIONS**

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

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

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

**ATTACHMENT NO. 15**  
**INSURANCE REQUIREMENTS**

The insurance coverage and limits listed herein are the minimum that the Contractor shall carry during performance of the contract for a Learning Management System, Project No. 10-12.

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

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

**2. Professional Liability:**

Occurrence / Aggregate	\$5,000,000
------------------------	-------------

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

**3. Automobile Liability:**

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

**4. Workers Compensation:**

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

The following endorsements are required on the Certificate of Insurance:

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

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

Note: CSL denotes "Combined Single Limit".

## ATTACHMENT NO. 16

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>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>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <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.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
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.		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
<b>4</b> _____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007



## **Procurement Operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

---

**For**

**Learning Management System**

**Project No. 10-12**

## **SAMPLE CONTRACT EXHIBITS**

### **EXHIBIT A PROPOSAL / AWARD FORM**

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

### **EXHIBIT B SCHEDULE OF ITEMS AND PRICES**

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

### **EXHIBIT C SCOPE OF SERVICES**

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

### **EXHIBIT D GENERAL TERMS AND CONDITIONS**

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

### **EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

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

### **EXHIBIT F INSURANCE REQUIREMENTS**

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

### **EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

### **EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

**EXHIBIT G**

**HOUSTON COMMUNITY COLLEGE  
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

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

PROJECT NO./TITLE: \_\_\_\_\_

NAME OF SUBCONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

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

for work performed during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_  
**(Enter Time Period)**

Signature: \_\_\_\_\_

Name (Print or Type) : \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

**Project No./Title:** \_\_\_\_\_

**Reporting Period: From** \_\_\_\_\_ **To** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Total Contract Amount (Prime Contractor): \$** \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

Name (Print or Type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_