



## **Procurement Operations**

**Request for Proposals (RFP)**

**For**

**Financial Advisory Services**

**Project No. 13-42**

# REQUEST FOR PROPOSALS

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**NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.**

**HOUSTON COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS - SUMMARY**

**Date: June 25, 2013**

**Project Title: Financial Advisory Services**

**Project No.: 13-42**

.....  
**ISSUED BY:**

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

.....  
**SUBMIT INQUIRES TO:**

Name: Jeffery Austin  
Title: Procurement Supervisor  
Telephone: 713-718-2777  
Fax: (713) 718-2113  
Email: jeffery.austin@hccs.edu

.....

**1. Project Overview:**

Houston Community College is one of the largest institutions of higher education in the country serving more than 70,000 students each semester, including more international students than any community college in the country. HCC operates six campuses that offer unique academic and training opportunities for students within the Houston metropolitan area including Central, Coleman, Northeast, Northwest, Southeast and Southwest Colleges.

Operating within one of the ten most populous metropolitan areas in the U.S., Houston ranked first in employment growth rate and second in nominal employment growth. In 2012, Houston was ranked first as "America's Coolest Cities" by Forbes.

With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community's success.

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Financial Advisory Services on an "as needed" basis as described in Attachment No. 1, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The selected contractor will be required to perform services in the capacity of Financial Advisor for the issuance and sale of securities for HCC.

Houston Community College (HCC) currently has nineteen bond issues outstanding with a par value of \$985,905,000. A general bond election was held in November 2012 and the voters authorized \$425,000,000 in general obligation bonds which were issued in March 2013. The outstanding bond issues are comprised of \$508,720,000 in Limited Tax Bonds, \$204,155,000 in Senior and Junior Lien Student Fee Revenue Bonds, \$167,375,000 in Maintenance Tax Notes, and \$105,655,000 in Public Facility Corporation Lease Revenue Bonds. Payments on Limited Tax Bonds and Maintenance Tax Notes are supported by tax revenues. Payments on Revenue Bonds and PFC Bonds are supported by student tuition and fees. All existing Bonds and Notes are fixed rate instruments and have been issued between 2003 and 2013. Maturity dates range from 2014 to 2043. Interest payments are made semi-annually. Several bond refundings have been made in recent years.

**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.**

**2. Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide the required Services until 3:00 PM (local time) on July 15, 2013. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**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. 1.

**4. Contract Term:**

It is anticipated that the contract term for contract award resulting from this solicitation, if any, will be five (5) years. In accordance with the HCC Bylaws of the Board, the Financial Advisor contract shall not exceed five (5) years, and HCC shall rotate Financial Advisors every five (5) years.

**5. 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 July 8, 2013, 3:00pm (local time). It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions. It is anticipated that HCC will post answers to questions within three business days.

**6. Inquiries and Interpretations:**

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website. [www.hccs.edu](http://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. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

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. 3 of this RFP (Proposal/Contract Award Form).

**7. Commitment:**

Proposer recognizes and understands that any cost borne by the Proposer which arises from Proposer's performance under any resulting agreement shall be at the sole risk and responsibility of Proposer.

**8. Acquisition from Other Sources:**

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

**9. Vendor Registration:**

The Houston Community College Procurement Operations department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database.

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.**

**10. 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 is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.**

**11. Inter-local/Cooperative Purchase:**

The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings:

- Unless specifically stated otherwise, any volume of products or services stated in this RFP document reflects only products or services to be purchased by HCC and does not include potential purchases by other entities;
- The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
- HCC shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- It is the entity's decision whether or not to enter into an agreement with the awarded bidder/proposer.
- Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

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## **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 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 HCC's needs. Please keep your responses limited to no more than thirty (30) pages in length.
- 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 HCC's 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/Contract Award Form (ref. Attachment No. 3). 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 following documents, as required:

- Proposal /Contract Award Form (Attachment No. 2)
- Proposer Questionnaire (Attachment No. 3)
- Determination of Good Faith Effort Form (Attachment No.4)
- Small Business Unavailability Certificate (Attachment No. 5)
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 6)
- Small Business Development Questionnaire (Attachment No. 7)
- Proposer's Certifications (Attachment No. 8)
- Conflict of Interest Questionnaire (Attachment No. 9)
- Financial Interests and Potential Conflicts of Interests (Attachment No. 10)

**NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.**

- 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 Section 4, below.

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. Submit an electronic copy of the Original version (compact disc or flash drive) in a non-editable 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) complete original, including all required HCC Forms and documents. The response to Attachment 3, Section 4 – Price Proposal shall be in separate envelope from the proposal. An original (manual) signature must appear on the complete original set of your Proposal documents. Additionally, your submittal shall include one (1) electronic copy of the Original version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. Note, the electronic copy shall include a separate electronic file including a copy of the original Attachment 3, Section 4 – Price Proposal.

**NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.**

g. Submission

One (1) original and all required copies of the Proposal, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request For Proposal-Summary, Section 4 and delivered to:

Houston Community College  
Procurement Operations Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. RFP 13-42  
Attn: Jeffery Austin

g.1 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.

g.2 Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.

g.3 Telephone proposals are not acceptable when in response to the Request for Proposal.

g.4 Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this

**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 the above 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 12, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

**4. Preparation of Proposal:**

**a. Technical Proposal:**

Proposer shall submit Technical Proposal responding to all Questions set forth in the Proposer Questionnaire, Section 3.0 attached hereto as Attachment No. 3.

**b. Price Proposal:**

Proposer shall submit a Price Proposal respondent to all requirements set forth in the Proposer Questionnaire, Section 4.0 attached hereto as Attachment No. 3.

**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:

<u>Evaluation Criteria</u>	<u>Available Points</u>
• Qualifications and experience of the firm (see Attachment 3, Section 3.2)	20
• Past performance (see Attachment 3, Section 3.3)	20
• Project management and implementation plan (see Attachment 3, Section 3.4)	20
• Quality of service and extent they meet HCC needs (see Attachment 3, Section 3.5)	15
• Price proposal (see Attachment 3, Section 4)	25
• Small Business Commitment	acceptable/unacceptable
Total Points: 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 the above Section 3 (Eligibility For Award) 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. 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, disability, sexual orientation or veteran status 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** of the total amount of the proposal 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:
  - 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.

**10. 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.

**11. 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.

**12. Prohibited Communications/Political Contributions:**

Except as provided in exceptions below, the political contributions and 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;
- [3] Between any Trustee and administrator or employee; and
- [4] Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyists or consultants shall not make a political contribution to a Trustee or candidate during the prohibited period.

The political contributions and communication 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.

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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 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 is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**17. 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. 9, Conflict of Interest Questionnaire Form, and Attachment No. 10, 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. 9 and Attachment No. 10 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 Attachment No. 10 shall render your proposal non-responsive.**

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. Terms and Conditions:**

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:

[http://www.hccs.edu/hcc/System%20Home/Departments/Procurement\\_Operations/About\\_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf)

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

**23. Delegation:**

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. 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 2267 of the Texas Government Code for the purchase of construction services. 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.

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## **ATTACHMENT NO. 1**

### **SCOPE OF SERVICES**

#### **PROJECT TITLE: FINANCIAL ADVISORY SERVICES**

#### **PROJECT NO.: RFP 13-42**

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Financial Advisory Services on an "as needed" basis as described in Attachment No. 1, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The selected contractor will be required to perform services in the capacity of Financial Advisor for the issuance and sale of securities for HCC.

#### Objective

HCC immediately needs the assistance of a Contractor to perform services in the capacity of Financial Advisor for the issuance and sale of securities for the Houston Community College (HCC).

#### Requirements

As Financial Advisor, the Contractor will perform the following duties, and such other duties as, in the judgment of the Contractor, may be necessary or advisable:

#### General

1. Analyze the financing alternatives available to HCC, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as deemed appropriate
2. Recommend a plan for the issuance of obligations that will include: (1) the type of obligations (current interest bonds, capital appreciation bonds, direct lease financing or lease conduit obligations, deferred income debt, commercial paper, general obligation bonds, revenue bonds, Public Facility Corporation lease revenue bonds, maintenance tax notes etc. ; (2) the date of issue; (3) principal amount and maturity structure; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption/refinancing options; (8) security positions; (9) appropriate management fee and takedown of underwriters; and (10) other matters that are appropriate to best serve HCC's interests. The plan will address various strategies related to the issuance of obligations.
3. Advise HCC of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance
4. Organize and coordinate the financing team. Unless directed by HCC, the Contractor will select the paying agent, escrow agent and verification agent, as the particular transactions require, each of which will be retained and compensated by HCC. In a negotiated offering, the Contractor will draft the RFQ/RFP for underwriters, solicit and evaluate underwriter proposals. The Contractor will make a recommendation to HCC for the hiring of the underwriter(s).
5. Work with counsel on the transaction, including bond, co-bond and disclosure counsel, which will be municipal bond attorneys retained by HCC. These attorneys will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the obligation, and issue an unqualified opinion approving the legality of the obligation and (as applicable) the tax exemption of the interest paid thereon. Generally, working with bond counsel will mean coordinating with the attorneys and assisting in the financial advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required bond election.

6. Assist in HCC's preparation of the Preliminary Official Statement (POS) and the Official Statement (OS) or equivalent document as the particular transaction may require (such as a private placement memorandum)
7. In connection with a competitive sale, the Contractor will:
  - a) Coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form and other such documents which may be requested
  - b) Submit all documents for examination, approval, and certification by appropriate officials, agents of HCC and bond counsel
  - c) Coordinate delivery of the documents to a list of prospective bidders
  - d) Where appropriate, organize investor meetings
  - e) Coordinate receipt of the bids
  - f) Advise as to the best bid, including acceptance or rejection of the bid
  - g) If a bid is accepted, coordinate the delivery of and payment for the obligations
  - h) Assist in the verification of final closing figures
  - i) Provide copies of documents to the purchaser of the obligations in accordance with the Official Notice of Sale and the Uniform Bid Form
8. Make recommendations relative to the credit rating(s) of the proposed obligation, and should HCC seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations, as necessary
9. Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the obligation
10. After closing, deliver to HCC and the paying agent all definitive debt records, including a schedule of annual debt requirements of the obligation
11. Meet with the Board chair, at his/her discretion, to answer any questions related to debt or potential financings
12. Attend all Board of Trustees meetings related to Finance items semimonthly
13. Structure all transactions to the maximum benefit of HCC
14. Evaluate HCC indebtedness on a periodic basis for refinancing/refunding opportunities
15. Evaluate capital acquisition strategies
16. Evaluate short-term and long-term finance planning
17. Annually review and update HCC's debt management policy for presentation to the Board
18. Prepare and maintain a debt ledger for all HCC debt
19. Provide notices of scheduled debt service payments
20. Prepare monthly balances of outstanding debt
21. Review and evaluate all debt proposals from vendors for all obligations, including leases
22. Prepare and file annual continuing disclosures required by the bond documents
23. Review the annual truth-in-taxation calculations
24. Provide advice and assistance regarding the analysis of Tax Increment Financing Districts
25. Provide advice and assistance regarding bond or annexation election campaigns
26. Provide other debt services as requested by HCC officers and Board members

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**ATTACHMENT NO. 2**

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS  
PROPOSAL/CONTRACT AWARD FORM**

**PROJECT TITLE: FINANCIAL ADVISORY SERVICES  
PROJECT NO.: RFP 13-42**

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

**Federal Employer Identification Number** \_\_\_\_\_  
**(Note: please refer to RFP- Summary, Section 10: Vendor Registration)**

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

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

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

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

In compliance with the requirements of this Request for Proposals for providing financial advisory services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our 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 set forth in this Solicitation and any and all amendments issued by HCC and made a part of this Request For Proposals. 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 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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



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

Project No. RFP 13-42                      Effective Date: \_\_\_\_\_



Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions 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 \_\_\_\_\_, 2013.

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

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

## ATTACHMENT NO. 3

### Proposer Questionnaire

#### FINANCIAL ADVISORY SERVICES PROJECT NO.: RFP 13-42

#### **1.0 Company Profile:**

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Sales Volume: Provide net sales data for the past three (3) years
- Describe your company's specific knowledge, experience and expertise in providing financial advisory services for institutions of higher education.
- 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.
- 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.
- 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.

1.2 Firm's Financial Status: Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.

#### **2.0 Customer References:**

2.1 Your response must include a listing of at least three (3) customers for which you have provided financial advisory services for community colleges. A listing of customers for which you have provided financial advisory services for other institutions of higher education as described within this RFP should also be provided. Your customer reference list shall include the entity name; contact person including telephone #; scope of services, annual sales volume (\$), and the period of time for which work was performed.

#### **3.0 Proposal:**

Your Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 1, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Proposal shall include the following:

3.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.

### 3.2 Qualifications and experience of the firm:

- (a) Provide a description of the firm including firm's history, size, staff composition;
- (b) Explain how your firm is organized and how its resources will be applied to HCC's work;
- (c) Describe your firm's professional philosophy and general methodology used in conducting financial advisory services;
- (d) Provide the address of the corporate headquarters, list of all offices in Texas, and total number of employees within Texas;
- (e) Describe your firm's ability to manage complex financial advisory services processes.
- (f) Describe what lessons were taken away and business process improvements made to prevent unsuccessful instances from recurring;
- (g) Demonstrate your firm's understanding, knowledge and experience to provide the services described in the Scope of Services;
- (h) Provide evidence of at least three (3) years of experience providing similar services as described in this RFP;
- (i) Describe level of effort and steps taken to perform the services of the like and kind described in this solicitation; and
- (i) Describe your experience in providing the services described in this RFP for large, multi-campus, urban organizations such as HCC.

### 3.3 Past performance:

- (a) Provide a list of all projects awarded during the past three (3) years; including the name of the client, location, size of the installation, and narrative description of the project and any problems that may have been encountered during the engagement. In developing your list, please include all Community College, Higher Education, K-12 and private sector financial advisory services contracts awarded;
- (b) Provide a list of all Financial Advisory Services that your firm may have completed during the past three (3) years for community colleges and other institutions of higher education; define any contractual requirements that may restrict your firm from providing Financial Advisory Services to HCC;
- (c) Provide a list of all contracts that your firm has lost during the past three (3) years including name of the client and narrative description as to why the business was lost;
- (d) Define how you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported; and
- (e) Provide a list and description of any work you have done at HCC.

### 3.4 Project management & implementation plan:

- a) Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the HCC account;
- b) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the

integrity and suitability if the Proposer's employees;

c) Provide a detailed Project Plan identifying key tasks and milestones commencing date of contract award. Your response should clearly define both your and HCC's responsibilities and resources required during the term of the engagement; and

d) Describe what guarantees you offer with regards to financial advisory services performed and/or service level commitments.

3.5 Quality of service and extent they meet HCC's needs:

a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 1. 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;

b) 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; and

3.6 Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to HCC in initiating the financial advisory services process.

3.7 Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC students in an internship capacity.

3.8 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.

3.9 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company

*Balance of page intentionally left blank.*

**4.0 Price Proposal:**

Proposer shall complete and submit the Schedule of Items and Price, based on the model noted below. Proposer may submit, for HCC’s consideration, any related products and services it offers.

4.1 Schedule of Items & Prices

Instruction: Please complete the following table and provide detailed responses as to all items and services to be provided. Prices will be firm and fixed for the contract term.

**Please submit this Price Proposal (and any supporting “pricing” information) in a separate sealed envelope and label it “Price Proposal.”**

<b>Item Description</b>	
<b>Services:</b>	<b>Proposed Fee (cost per \$1,000 bond)</b>
<b>First \$1 million in Obligations</b>	<b>\$ _____</b>
<b>\$1 million to \$50 million in Obligations</b>	<b>\$ _____</b>
<b>\$50 million to \$100 million in Obligations</b>	<b>\$ _____</b>
<b>\$100 million to \$150 million in Obligations</b>	<b>\$ _____</b>
<b>\$150 million in Obligations plus (no limit)</b>	<b>\$ _____</b>

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 4**

**DETERMINATION OF GOOD FAITH EFFORT**

**PROJECT TITLE: FINANCIAL ADVISORY SERVICES**  
**PROJECT NO.: RFP 13-42**

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. 5 and No. 6)

\_\_\_\_\_ 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.

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

\_\_\_\_\_  
Date

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 5  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

**PROJECT TITLE: FINANCIAL ADVISORY SERVICES  
PROJECT NO.: RFP 13-42**

I, \_\_\_\_\_,  
(Name)

\_\_\_\_\_, of  
(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.					

**ATTACHMENT NO. 6**

**HCC PROJECT NO. 13-42, PROJECT TITLE: FINANCIAL ADVISORY SERVICES  
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

*RESPONDENT/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL RESPONDENTS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESS IN THEIR PROPOSAL SUBMISSIONS.*

<b>CONTRACTOR</b>	<b>TYPE OF WORK TO BE DONE</b>	<b>TYPE OF SMALL BUSINESS CERTIFICATION</b>	<b>PERCENT OF CONTRACT EFFORT</b>	<b>PRICE \$</b>
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
<b>SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED</b>				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
<b>NON-SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED</b>				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				

BUSINESS NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBMITTED BY: \_\_\_\_\_  
 TELEPHONE/FAX: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

CONTRACTOR'S PRICE/TOTAL SMALL BUSINESS	\$	_____
SUBCONTRACTOR(S) PRICE/TOTAL NON- SMALL BUSINESS	\$	_____
SUB-CONTRACTOR'S PRICE/TOTAL	\$	_____
GRAND TOTAL	\$	_____

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

**PROJECT TITLE: FINANCIAL ADVISORY SERVICES  
PROJECT NO.: RFP 13-42**

**Note:** Proposers are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope marked: "Small Business Development Questionnaire"

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	____ SB Small Business
____ <b>WBE</b> Women Owned Business Enterprise	____ MBE 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. 8**  
**PROPOSER'S CERTIFICATIONS**

**Project Title: FINANCIAL ADVISORY SERVICES**  
**Project No.: 13-42**

**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 & POLITICAL CONTRIBUTION COMPLIANCE:**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the Prohibited Communications/Political Contributions provision set forth in the solicitation. Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyists or consultants shall not make a political contribution to a Trustee or candidate during the prohibited communication period as set forth below. 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, disbarment, 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, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form".

**6. PROHIBITED CONTRACTS/PURCHASES:**

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

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 \_\_\_\_\_, 2013.

\_\_\_\_\_

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



**EXHIBIT 2 - TO ATTACHMENT NO. 8  
PROHIBITED CONTRACTS/PURCHASES  
PROJECT NO. 13-42**

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, consultant, 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. 10  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**PROJECT TITLE: FINANCIAL ADVISORY SERVICES  
PROJECT NO.: RFP 13- 42**

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 1 through 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 completed, signed and notarized. The Completed form must be submitted along with your proposal**

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 the 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)   | ( _____ ) |

sole proprietorship \_\_\_ stock \_\_\_ partnership \_\_\_

other (explain): \_\_\_\_\_

**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 \_\_\_\_\_

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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 \_\_\_\_\_

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**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 \_\_\_\_\_

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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 \_\_\_\_\_

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**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).

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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).

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This disclosure is submitted on behalf of:

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(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 \_\_\_\_\_

State of \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

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

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY 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.

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