



Procurement Operations

Request for Proposals (RFP)

For

Employee Assistance Program Services

Project No.: RFP 13-47

Proposal Submittal Deadline: September 24, 2013, 3:00 p.m. (local time)

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Note: Attachments 1, 8, and 10 must be signed and notarized.

Sample Contract Documents (The resulting contract will include at least the following documents)	
Exhibit A:	Proposal /Award Form
Exhibit B:	Schedule of Items and Prices
Exhibit C:	Scope of Services
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**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS – SUMMARY**

Date: August 26, 2013
Project Title: Employee Assistance Program Services
Project No.: RFP 13-47

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Severin Zindler
Title: Buyer
Telephone: (713) 718-5014
Fax: (713) 718-2113
Email: severin.zindler@hccs.edu

I. SUMMARY OF RFP

1. Project Overview:

Houston Community College (“HCC”) and the Houston Community College Public Facility Corporation, collectively, (HCC) or (College) is seeking proposals from qualified firms to provide Employee Assistance Program Services as described in Attachment No. 3, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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. 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. Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required products and services until **3:00 PM (local time) on September 24, 2013**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. **Late proposals properly identified will be returned to proposer unopened. Late proposals will not be considered under any circumstances.**

5. Contract Term:

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

6. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual.

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than **September 6, 2013 by 3:00 p.m. (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

7. 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 HCC's Website, www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal. 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. 1 of this RFP (Proposal/Contract Award Form).

8. Commitment:

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Employee Assistance Program Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of Employee Assistance Program Services under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer which arises from Proposer's performance under any resulting agreement shall be at the sole risk and responsibility of Proposer.

9. Acquisition from Other Sources:

The proposer(s) selected to provide the Employee Assistance Program Services requested. However, HCC reserves the right and may, from time to time as required by HCC's operational needs, acquire Employee Assistance Program 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.

10. 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 CONDITION OF CONTRACT AWARD.

11. 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.

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

2. Preparation and Submittal Instructions:

- a. Respondents must complete, sign and return the following documents indicated below:

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Schedule of Items and Prices
Attachment No. 3	Scope of Service
Attachment No. 4	Determination of Good Faith Effort Form
Attachment No. 5	Small Business Unavailability Certificate
Attachment No. 6	Contractor & Subcontractor/Supplier Participation Form
Attachment No. 7	Small Business Development Questionnaire
Attachment No. 8	Proposer Certifications
Attachment No. 9	Conflict of Interest Questionnaire
Attachment No. 10	Financial Interests / Potential Conflicts of Interests
Attachment No. 11	Proposer Questionnaire

Proposal must be signed by Proposer's company official(s) authorized to commit to 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. An electronic Copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

d. Table of Contents

Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

e. Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

f. Number of Copies

Submit one (1) complete original, including all required HCC Forms and documents. The response to Attachment 2 - Schedule of Items and Prices shall be in separate envelope from the proposal response. 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 of the Original version will need to include a separate electronic file including a copy of the original Attachment 2 - Schedule of Items and Prices.

Attachment 11 Section 1.2 - Financial Status shall also be in a separate envelope from the proposal. An original (manual) signature must appear on the complete original set of your Proposal documents.

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
Reference: Project No. RFP 13-47
Attention: Severin Zindler

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 in response to this Request for Proposal.

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

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 taxes owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and
 - 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 the below Section 12, Prohibited Communications and Political Contributions.
- 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. 11.

b. Price Proposal:

Proposer shall submit a Price Proposal responsive to all requirements set forth in the Proposer Questionnaire, Section 4.0 attached hereto as Attachment No. 11.

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 HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>Evaluation Criteria</u>	<u>Available Points</u>
Financial Status (Attachment 11, Section 1.2)	10
Past Performance (Attachment 11, Section 2)	15
Qualifications and Experience (Attachment 11, Section 3.2)	20
Quality of service and extent they meet HCC needs	25
Price Proposal (Attachment 11, Section 4)	30
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 products and 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 providing the requested services.

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; and
 - 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 and Political Contributions:

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, proposer, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; or
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after contract is executed by the Chancellor or his or her designee or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

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

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, lobbyists, 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 31st.

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 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

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. Indemnification:

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

Contractor's performance under this Agreement.

24. 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
HCC PROJECT NO. RFP 13-47
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM**

PROJECT TITLE: Employee Assistance Program Services
PROJECT NO.: RFP 13-47

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 _____, 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 13-47

Effective Date:

Employee Assistance Program Services

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC, the Terms and Conditions incorporated herein by reference, and the prices, scope of services and any terms, specifications and requirement attached hereto and made a part hereof.

In the event of an inconsistency between this Contract, the RFP, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFP and finally, the Contractor's Proposal.

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. 2
SCHEDULE OF ITEMS AND PRICES FOR
EMPLOYEE ASSISTANCE PROGRAM SERVICES
HCC PROJECT NO. RFP 13-47**

The Proposer/Contractor shall furnish all resources and services necessary to administer an Employee Assistance Program Services, in accordance with the **Scope of Services**, and the **General Terms and Conditions** set forth in the Request for Proposal (RFP).

Item No.	Description of Services	Proposed Cost
001	Counseling Services for Approximately 2,300 full time HCC Employees. (1-5 sessions per employee per problem)	\$ _____ (Per Employee / month)

Total proposed annual cost: \$ _____
(Per Employee / month x 12 months x 2,300)

002	Counseling Services for Approximately 50 part-time Employees. (1-5 session(s) per Short term employee by referral)	\$ _____ (Per Employee / month)
-----	---	------------------------------------

Total proposed annual cost: \$ _____
(Per Employee / month x 12 months x 50)

Additional Services (optional)

Proposers are encouraged to offer any product or service related to the goods and services described herein and that it currently provides in its normal course of business.

Optional additional services may be proposed by Vendor and listed below as follows:

Description of Services	Proposed Cost
_____	_____ (per) _____
_____	_____ (per) _____
_____	_____ (per) _____

Note: The short term counseling services cost shall be inclusive of all training cost

**ATTACHMENT NO. 3
SCOPE OF SERVICES
HCC PROJECT NO. RFP 13-47**

1. Scope

This scope of service covers the requirements for the Contractor to administer an Employee Assistance Program (EAP) for approximately Two thousand three hundred (2,300) full time employees of Houston Community College and for such part time employees as designed in the proposed and agreed upon the final agreement. HCC employees include but limited to those employees assigned to Community College of Qatar, currently 100 employees and dependents, and any other employees who may be assigned to locations outside the United States.

2. Resources

The Contractor shall ensure that all the necessary resources, licensed and certified counselors, instructors, administration, supplies, materials, equipment and any other resources needed to successfully administer an EAP for Houston Community College, in accordance with this scope of services and the State of Texas regulatory requirements.

3. Program Services Requirements

3.1 The EAP shall be designed to provide HCC employees with confidential counseling which includes but is not limited to: evaluation, written diagnosis and referral to rehabilitation services, marital and family difficulty, depression, legal concerns, financial problems, critical incident stress debriefing services following a traumatic event in the workplace (e.g., life threatening incidents), behavioral, motivational and emotional-related problems, and referral services including but not limited to elder care, special needs child care, adoption, etc. The contractor shall provide assessment, referral sessions, Department of Transportation (DOT) services for substance abuse evaluations (varies 22 or more employees) and short term counseling (1-5 session) per employee per problem.

3.2 HCC employees shall have access to EAP by self-referral or supervisory referral.

4. General EAP Program Training Requirements

4.1 The Contractor shall provide General EAP Program Training Services as follows:

The contractor shall provide at least forty-two (42) seminar hours with the appropriate amount of hand out material, twelve (12) hours of management consultant, four (4) employee orientation and two (2) supervisory trainings with brochures.

4.1.1 Supervisory Training (Two (2) Sessions):

Train supervisors, as identified by HCC, to monitor employee work performance; to conduct constructive confrontation interviews with troubled employees; and to make effective referrals to the employee assistance program. The supervisory training sessions will be conducted as scheduled by HCC's Director of Human Resources or designee.

Provide supervisors with a supervisory guide describing all aspects of the EAP;

Provide supervisors with ongoing immediate access to counselors to discuss any declining work performance of an employee, and assist the supervisor in making an effective engagement which may lead to entrance into the EAP;

Provide HCC Director of Human Resources or designee with quarterly reports, to keep them updated and informed about the EAP services, employee activity report, and other information as requested.

Provide Electronic or On-Line Training Services.

5. Employee Orientation & Refresher Training

Conduct four (4) employee orientation seminars and refresher training upon the request of HCC's Director of Human Resources per year.

5.1 Program Visibility:

Provide "Wellness" seminars annually, on various topics (e.g., stress management, smoking cessation, alcohol/drug abuse, weight normalization, etc.). HCC shall concur with the specific topic for the seminar;

Provide EAP posters for display in a variety of work settings; (minimum of 75 posters)

Provide EAP brochures and wallet cards for employees.

Provide HCC with appropriate news articles on various topics that would be included in HCC communication devices to employees.

6. Critical Incident Counseling

The Contractor will be required to conduct on-site Critical Incident Counseling (CIC), following a traumatic event in the workplace. A narrative summary report shall be submitted to HCC Employee Relations.

7. Health-Care Provider Referral

The Contractor (in cooperation with the employee) shall assist employee in verifying insurance coverage to identify any existing provider or service limitations prior to referring the employee to a specific provider.

8. Available Services

8.1 The Contractor shall be required to maintain reasonable hours of operation for counseling. Employees shall generally be scheduled to meet with one or more counselors within forty eight (48) hours of their initial request for general EAP services. Emergency assessment and referral services will be provided immediately, and shall be available seven (7) days a week, twenty four (24) hours a day. The Contractor will be available to report on-site when requested to perform critical incident counseling, following a traumatic event. The Contractor shall coordinate with HCC Director of Human Resources or designee in resolving problems encountered with service availability and scheduling, client participation and instructional compliance.

9. Confidentiality

9.1 HCC considers employee confidentiality a critical aspect to the success of the EAP. Consequently, the Contractor shall comply, with all applicable laws, guidelines, policies and procedures regarding the release of client (employee) records. The Contractor shall treat every supervisory and HCC referral as a mandatory referral subject to the participation, commitment, compliance and release of information requirements established by HCC policies, procedures and practices.

9.2 HCC Supervisors who refer employees to the EAP because of work related problems are entitled to receive verification that the appointment(s) was kept and whether the employee has been referred for additional treatment, counseling or care which may require his/her absence from the workplace. Any other information will not be communicated to the employee's supervisor unless the employee provides written authorization.

9.3 Upon written authorization from the employee, the Contractor shall notify HCC Director of Human Resources or designee of a return-to-work date for those employees who voluntarily refer themselves for services, and need time away from the workplace.

9.4 Employees who self-refer themselves for reasons other than drug abuse or alcohol misuse, or any resulting substance abuse program assessment/evaluation thereof, are insured complete confidentiality by the Contractor unless employee authorizes release of relevant file information in writing. If resulting assessment/evaluation determine the employee a threat of harm to self and/or others, the Contractor shall inform HCC of such evaluation results regardless of whether the employee authorizes release of such information.

10. Annual Report

At the end of each contract year, but in no case later than thirty (30) days following the date the contract was signed, the Contractor shall provide a detailed program summary report to the HCC Director of Human Resources or designee in electronic format and as a hard copy. In addition, the Contractor shall be required to provide a compiled report including annual utilization. The report shall be easy to read, understand and analyze by HCC HR Staff.

10.1 All reports and evaluations shall be forwarded to the Director of Human Resources or designee, 3100 Main, P.O. Box 667517, Houston, Texas, 77266-7517.

10.2 All reports, documents, and supporting data developed or submitted to HCC as a part of the EAP shall be reproducible. All materials furnished to HCC shall become the property of HCC. Copies may be made for the Contractor's records, but shall not be furnished to others without prior written authorization from the Director of Human Resources or as required by law.

Balance of page intentionally left blank.

**ATTACHMENT NO. 4
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 13-47**

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. 6 and No. 7)

_____ 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 section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

Balance of page intentionally left blank.

**ATTACHMENT NO. 5
HCC PROJECT NO. RFP 13-47
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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

 (Name of proposer's company)

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

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

- To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a proposal or prepared a proposal that was rejected for the reason(s) stated in the RESULTS column above.
- The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

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

Signature: _____

**ATTACHMENT NO. 6
HCC PROJECT NO. RFP 13-47,
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.

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

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

**ATTACHMENT NO. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE
PROJECT NO. RFP 13-47**

Note: Bidders / Proposers/Offerers are to complete this form along with a **copy** of the Contractor and Subcontractor / Supplier Participation Form and return it in a separate envelope with your proposal.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND TELEPHONE NUMBER: _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 8
PROPOSER'S CERTIFICATIONS
HCC PROJECT NO. RFP 13-47**

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. 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 Respondent may be subject to the loss of the contract or the termination thereof

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFP. The undersigned further understands that the Proposer shall not communicate with an 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 Proposer, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

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. OWNERSHIP INTEREST DISCLOSURE:

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

6. PROHIBITED CONTRACTS/PURCHASES:

The undersigned certifies that he / she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaws 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: _____

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO. 8
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 13-47**

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. 9
HCC PROJECT NO. RFP 13-47**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
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>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate

**ATTACHMENT NO. 10
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 13-47**

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 exceeding 10%	()
Ownership interest exceeding \$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 to or married to individual has ownership or real property interest in Vendor	()
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 _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4 - Other Contract and Procurement Related Information

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

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

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

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

State of _____

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

this the _____ day of _____, 2013.

Notary Public for the State of: _____

**ATTACHMENT NO. 11
PROPOSER QUESTIONNAIRE
HCC PROJECT NO. RFP 13-47**

1. Company Profile

1.1 Provide details as to the following:

- a) Firm or Entity Name
- b) Years in Business
- c) Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- d) Provide the address of the corporate headquarters and number of employees within the state of Texas
- e) Location and address of local offices
- f) Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- g) Ownership: List the names of all officers and persons of the organization(s) that 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.
- h) 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.
- i) 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.

1.2 Firm's Financial Status:

(a) 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.

(b) 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.

2. Customer References

2.1 Your response must include a listing of at least three (3) customers for which you have provided Employee Assistance Program Services of the type and kind required by this RFP. Your customer reference list shall include the company name; contact person including telephone number; scope of services, annual sales volume (\$), and the period of time for which work was performed.

2.2 Provide a reference list of all customers for whom you have performed work during the past three (3) years. The List must include company name, contact person, telephone number, and email address (if known).

3. Technical Proposal:

Your Technical 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. 3, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your

Technical Proposal shall include the following:

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

3.2 Qualifications and Experience of Personnel:

(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 of the Proposer's employees.

3.3 Implementation Plan: Provide a detailed *Start-up Implementation Schedule* identifying key tasks and milestones commencing date of contract award through opening day. Your response should clearly define both your and HCC's responsibilities and resources required during the implementation phase.

3.4 Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary / contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.

3.5 Quality: (a) 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 you measure and monitor service quality, ensure delivery and high level of courteous service, lead time and turnaround times are being met, and how service level problems are tracked, escalated (if required) both internally and with the customer. (b) Please describe the number and type of instances for which your company received unsatisfactory ratings from the customers.

3.6 Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.

3.7 Capabilities and Capacity:

(a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 3. 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. Specifically, describe any online access or service HCC or HCC employee would need to manage its account.

(b) For the work listed by HCC in Attachment No. 3, please identify any work for which your company will have to outsource all or a portion of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

3.8 Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to the faculty, HCC staff, and students and advise them of your service offering; how to access / place orders; rate structure; etc. upon commencement of the contract and thereafter, on an ongoing basis.

Records and Reports:

Please provide details and samples of all reports that will be made available to HCC. Indicate the

type, purpose and frequency for each report that would be provided.

Sustainable Practices:

Provide details regarding the sustainable, "green" practices you would implement under a contract with HCC.

3.9 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.

3.10 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.

3.11 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

4. Price Proposal:

Proposer shall complete and submit the Schedule of Items and Prices. Proposer may submit, for HCC's consideration, any other products and services it offers.

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