

HOUSTON COMMUNITY COLLEGE SYSTEM

**REQUEST FOR QUALIFICATIONS
(PROFESSIONAL SERVICES)**

LABOR & EMPLOYMENT LEGAL SERVICES POOL

RFQ NO.: 16-22

ISSUED BY:

Procurement Operations Department

FOR:

Legal Department

PROCUREMENT OFFICER:

Marilyn Vega, Buyer

Telephone: (713) 718-7410

E-mail: Marilyn.Vega@HCCS.edu

Fax: (713) 718-2113

**STATEMENTS OF QUALIFICATIONS ARE DUE
AT THE ADDRESS SHOWN BELOW**

NO LATER THAN:

January 27, 2016 by 2:00 p.m. (local time)

at

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: RFQ 16-22 – Labor & Employment Legal Services Pool

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

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Exhibit Number	Exhibit Title
Exhibit 1	RFQ 16-22 HCC Engagement Letter (attached)
Exhibit 2	United Educators (UE) Defense Counsel Guidelines (Provided as separate 5 page solicitation attachment)

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

SOLICITATION SCHEDULE

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

Solicitation Milestone	Date & Time
RFQ released and posted to HCC's & ESBD's websites	December 18, 2015
Pre-Proposal Meeting	Not Applicable
Deadline to receive written question/inquiries	January 13, 2016 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	January 18, 2016
Proposal Submittal Due Date	January 27, 2016 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	March/April 2016

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

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Section 1 – Project Overview & Scope of Services

1. Project Overview

Houston Community College (“HCC”) is seeking a Statement of Qualifications (SOQ) from interested attorneys and law firms to provide Legal Services on an as needed or case-by-case basis in accordance with the terms, conditions and requirements set forth in the Request for Qualifications (RFQ). HCC will be selecting firms to be part of a pool of qualified attorneys/law firms for the following four (4) categories of work relating to labor and employment law:

1. Employment Practices;
2. Discrimination and Harassment;
3. Personnel Issues
4. Litigation

Firms submitting Qualifications under this RFQ may do so for any one category or any combination of the aforementioned categories of work.

HCC anticipates selection of 3-5 attorneys/law firms per Category.

Counsel may be called upon to represent HCCS in civil matters that arise from claims or law suits presented against HCCS, its Board of Trustees, Officers, employees, etc. While counsel will report to HCCS on all legal matters they will also have a dual relationship with the educator's legal liability insurance provider for HCCS. While HCCS has a large Self Insurance Retention/Deductible we expect counsel to cooperate with our insurance provider. Any issues of conflict between the insurance company and HCCS will be resolved by HCCS General Counsel. Specific assignments may include investigating, advising, negotiating, drafting, and/or reviewing documents and litigation or representation in court, administrative hearings or alternative dispute resolution processes. In addition to any service requirements specified by the HCCS General Counsel, selected lawyers and law firms are required to comply with the insurance provider's "United Educators (“UE”) Defense Counsel Guidelines," which is attached hereto as Exhibit 2 and includes guidelines relating to staffing, communication, budgets and invoicing, and mediation.

2. Conflicts of Interest

Any firm or attorney who is ultimately selected to represent HCCS will be prohibited from engaging in or carrying on any legal activity on behalf of any client which is directly adverse to HCCS or its interests, without the specific written consent and waiver of HCCS General Counsel. Waivers will be evaluated on a case-by-case basis. Any firm or attorney engaged to represent HCCS shall have a continuing duty to disclose such information.

3. Additional Requirements

HCCS shall have the right to terminate any contract for legal services at any time, with or without cause. The decision to terminate shall be at the sole discretion of HCCS General Counsel. The contracting firm or attorney will be paid for all services actually rendered and all costs actually incurred prior to the date of termination, and such payment for services already completed shall be the total compensation due to such firm or attorney for termination.

The attorneys/law firms selected per Category will be utilized as part of a pool of providers of legal services for further selection by HCC.

As a need arises, HCC will select the most qualified attorney or firm from the pool for the specific engagement. HCC will then issue a Letter of Engagement on a case by case basis. The Letter will set forth the scope of retention, confirm the rates applicable to the specific retention, and may designate the specific attorney(s) to provide the services required. HCC reserves the right to designate specific attorney(s) in a selected law firm to work on specific cases or matter as lead counsel or associate counsel for services rendered pursuant to any resulting contract.

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.

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Section 2 – Evaluation of Qualifications

1. Evaluation Criteria

An Evaluation Committee (“Committee”) will review all statement of qualifications 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 statement of qualifications to the Committee.

Statement of Qualifications will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm's Qualification and Experience (Section 3.4.c - Tab 1)	25
Demonstrated Qualifications of Personnel and Team (Section 3.4.d - Tab 2)	25
Proposed Approach and Methodology (Section 3.4.e - Tab 3)	20
Past Performance & References (Section 3.4.f - Tab 4)	25
Small Business Practices (Section 3.4.g - Tab 5)	5
Total Points	100

2. Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the statement of qualifications must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive statement of qualifications 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. Statement of qualifications, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- a. Responsible proposers, at a minimum, must meet the following requirements:
 - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - iii. Have a satisfactory record of past performance within higher education governmental, and public entity environments;
 - iv. Have necessary personnel and management capability to perform any resulting contract;

- v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the statement of qualifications is so certifying to such non-delinquency; and
 - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the statement of qualifications being rejected.
 - c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
 - d. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 4.17 - Prohibited Communications and Political Contributions.
 - e. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFQ.

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Section 3 – 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. Statement of qualifications and any other information submitted by Proposers in response to this Request for Qualifications (RFQ) shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for statement of qualifications preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit statement of qualifications at their own risk and expense.
- d. Statement of qualifications, which are qualified with conditional clauses, or alterations, or items, not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each statement of qualifications should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all statement of qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting Agreement when deemed to be in HCCs best interest. Representations made within the statement of qualifications will be binding on responding firms. HCC will not be bound to act by any previous communication or statement of qualifications submitted by the firms other than this RFQ.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Qualifications may result in the rejection of your statement of qualifications.

2. Preparation and Submittal Instructions

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

3. Document Format and Content

- a. Statement of qualifications must be signed by Proposer's company official(s) authorized to commit such statement of qualifications. Failure to sign and return these forms will subject your statement of qualifications to disqualification.
- b. Responses to this RFQ must include a response to the statement of qualifications' requirements set forth in the Scope of Services, above.
- c. Statement of qualifications must be typed on letter-size (8-1/2" x 11") paper. HCC requests that statement of qualifications be submitted in a binder. Preprinted material should be referenced in the statement of qualifications and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the statement of qualifications must be provided in an Adobe Acrobat (.pdf) format.
- d. Statements of Qualifications shall not exceed 35 pages, not including the required Attachments noted above.
- e. Table of Contents: Include with the statement of qualifications 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 statement of qualifications 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.
- f. Pagination: All pages of the statement of qualifications should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- g. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your statement of qualifications including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.

- a. Statement of qualifications must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
- b. The envelope containing a statement of qualifications shall be addressed as follows:
 - i. Name, Address and Telephone Number of Proposer;
 - ii. Project Description/Title; Project Number; and Statement of Qualifications Due Date/Time.
- c. Late statement of qualifications properly identified will be returned to Proposer unopened. Late statement of qualifications will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) statement of qualifications are not acceptable when in response to this Request for Qualifications.

4. Proposer Response

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

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

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

- b. Table of Contents
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

- c. Tab 1: Firm's Qualification and Experience
This section should describe the qualifications and experience of the responding firm and their ability to provide the services as described in this RFQ.

- i. Provide a detailed description of your firm, including the total number of supporting personnel related to providing the services required in this RFQ.
- ii. Demonstrate firm's understanding, knowledge and experience of providing the services of the type and kind required in this RFQ.

- d. Tab 2 – Demonstrated Qualifications of Personnel and Team
This section should discuss the proposed designated staff of the responding firm (key personnel) committed to HCC and providing the services described in this solicitation.

- i. Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFQ. Describe how the team will be organized to deliver the services defined in this RFQ.

- ii. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this RFQ.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFQ.
2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFQ.
3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
4. Designate the individual, who is authorized to sign and enter into any resulting contract.
5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.

- e. Tab 3 – Proposed Approach & Methodology
This section should describe and discuss your proposed approach and methodology in

providing the services of the type and kind required in this RFQ.

- i. Proposer shall respond to all requirements and questions noted in Section 1, including the proposed approach and methodology the firm proposes to deliver the services required in this RFQ.
 - ii. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFQ.
 - iii. Quality: identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFQ to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
 - iv. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
 - v. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFQ. 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.
- f. Tab 4 - Past Performance and References
- This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide examples of similar project experience, specifically higher education, public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, references should include a general description of the work performed in addition to written letters from current clients or past clients served in the past three years. Include contact name, address, telephone and an email address.
 - ii. Describe lessons learned from previous clients for services of the type and kind required in this RFQ that were not

successful and what steps your firm has taken to effectively identify and mitigate from recurring.

- iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFQ.
 - iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
 - v. Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under an engagement.
- g. Tab 5 - Small Business Practices
- This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.
- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
 - ii. For this solicitation HCC has a small business participation goal of **Best Effort**.
 - iii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the solicitation (b) a description of previous engagements where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each engagement; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this solicitation; and (d) indicate what challenges you anticipate in attaining HCC's goal.
 - iv. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including

your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

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- v. Provide a reference list of all customers noted in Tab 4 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFQ. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.
- h. Tab 6 - Firm's Financial Status
 - i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
 - ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- i. Tab 7 – Business Relationship Strength

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

 - i. your definition of a mutually successful “relationship” between your firm and HCC; and
 - ii. your firm's commitment to a mutually successful “relationship” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of HCC, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the contract
- j. Tab 8 – Required Attachments

This section shall include all Attachments noted in Section 5, all forms shall be completed, signed and submitted with statement of qualifications. Attachments 1, 5 and 7 must be signed and notarized.

Section 4 – General Information

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

1. General Information

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

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

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

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

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

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

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

2. Overview

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

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

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

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

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

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

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

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

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

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFQ. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

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

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 qualifications and neither this solicitation nor the response or statement of qualifications from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this RFQ.

4. Pre-Proposal Meeting

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

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

5. HCC Contact

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

6. Inquiries and Interpretations

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

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 RFQ (Contract Award Form).

7. Commitment

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

8. Acquisition from Other Sources

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

9. Vendor Registration

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

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

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

10. Obligation and Waivers

THIS RFQ IS A SOLICITATION FOR STATEMENT OF QUALIFICATIONS AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

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

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

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

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

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, 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 STATEMENT OF QUALIFICATIONS; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, STATEMENT OF QUALIFICATIONS PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY STATEMENT OF QUALIFICATIONS OR ANY PART OF ANY STATEMENT OF QUALIFICATIONS; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

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

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

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

11. Contract Award

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive statement of qualifications; (b) is a responsible proposer; and (c) offers the most qualified statement of qualifications in accordance with the Texas Government Code Section 2254.

A responsive statement of qualifications and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial statement of qualifications received, without discussion of such statement of qualifications. Accordingly, each initial statement of qualifications should be submitted on the most favorable terms from a 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 statement of qualifications documents submitted and consider the statement of qualifications for award.

12. Postponement of Statement of Qualifications Due Date/Time:

Notwithstanding the date/time for receipt of statement of qualifications established in this solicitation, the date and time established herein for receiving statement of qualifications may be postponed solely at HCCs discretion.

13. Oral Presentations:

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

14. Small Business Development Program (SBDP):

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

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

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13

C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

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

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

15. Prime Contractor/Contracts for Services:

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

16. Internship Program:

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

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

17. Prohibited Communications and Political Contributions:

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

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

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

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

The communications prohibition shall not apply to the following:

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

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

18. Drug Policy:

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

19. Taxes:

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

20. Texas Public Information Act:

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

21. Appropriated Funds:

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

22. Conflict of Interest:

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

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

23. Ethics Conduct:

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

24. No Third Party Rights:

This Contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

25. Withdrawal or Modification:

No statement of qualifications 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 statement of qualifications may be withdrawn and resubmitted any time prior to the time set for receipt of statement of qualifications. No statement of qualifications may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

26. Validity Period:

Statements of qualifications are to be valid for HCCs acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and

any unforeseen delays. Statement of qualifications, if accepted, shall remain valid for the life of the Agreement.

27. Terms and Conditions:

The HCC Engagement Letter shall govern any Purchase Order issued as a result of this solicitation.

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

28. Submission Waiver:

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

29. Indemnification:

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

30. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee

to evaluate score and rank the statement of qualifications. This includes the evaluation of all bids, statement of qualifications, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

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Section 5 – Required Attachments

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

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

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**ATTACHMENT NO. 1
CONTRACT AWARD FORM
HCC PROJECT NO. RFQ 16-22**

PROJECT TITLE: Labor & Employment Legal Services Pool

PROJECT NO.: RFQ 16-22

Name of Bidder/Contractor: _____

Federal Employer Identification Number: _____
(Note: please refer to Section 4.9 Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFQ 16-22**

Bidder _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

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

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

Section 2.

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

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

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

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Bidder

Title

Date

**ATTACHMENT NO. 3
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE
 HCC PROJECT NO. RFQ 16-22**

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

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

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

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

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

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

Signature: _____

**ATTACHMENT NO. 5
PROPOSER'S CERTIFICATIONS
HCC PROJECT NO. RFQ 16-22**

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

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

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

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

3. ASSURANCE OF SBDP GOAL:

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

Small Business Participation Goal = _____

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

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

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

5. DISCLOSURE OF OWNERSHIP INTERESTS:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, 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 By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

**EXHIBIT 1 - TO ATTACHMENT NO. 5
OWNERSHIP INTEREST DISCLOSURE LIST
HCC PROJECT NO. RFQ 16-22**

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

Name	Title	Company Name

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO. 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFQ 16-22**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO. 6
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. RFQ 16-22**

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

Adopted 8/7/2015

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

**ATTACHMENT NO. 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFQ 16-22**

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

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

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

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

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

Exhibit 1

RFQ 16-22 Engagement Letter

The attached includes the 6 page proposed engagement letter to be used by HCC.

ENGAGEMENT LETTER

Dear: [Lead Counsel/Partner]

We are pleased to inform you that your law firm has been selected as one of ___ firms to provide legal services to Houston Community College System ("HCCS") for _____ related legal services. This will serve as an Engagement Letter between HCCS and your firm to provide legal services, and work closely with HCCS General Counsel to provide representation to HCCS for claims and/or law suits brought against the college. With this letter I am sending a copy of **HCC Office of General Counsel Guidelines for Outside Counsel**. Except as set forth in this letter, or specifically agreed to by me, the guidelines will govern your representation of HCC in this matter and all subsequent matters in which you are retained.

At this time, HCCS does not confer any exclusive benefit or guarantee that any case or any matter or any minimum number of cases or matters will be assigned to any particular firm(s) or attorney(s). Our experience has been that it is important to set forth, at the outset, the role and responsibilities of both the selected law firm and HCCS. Having referenced those responsibilities in the Request for Qualifications for Legal Services, **RFQ # [] (SPECIFY THE SERVICE i.e. IMMIGRATION RELATED LEGAL SERVICES)**, I have provided a summary of those responsibilities for your review. I propose the following:

Retainer

No retainer is required.

Scope of Work

The scope of representation to provide general legal services will be determined on an as needed or case-by-case basis. Counsel may be called upon to represent HCC in civil matters that arise from claims or law suits presented against HCC, its Board of Trustees, Officers, employees, etc. While counsel will report to HCC on all legal matters they will also have a dual relationship with United Educators the legal liability insurance provider for HCCS. While HCCS has a large Self Insurance Retention/Deductible we expect counsel to cooperate with our insurance provider. Any issues of conflict between the insurance company and HCC will be resolved by HCC General Counsel. Specific assignments may include investigating, advising, negotiating, drafting, and/or reviewing documents and litigation or representation in court, administrative hearings or alternative dispute resolution process. In addition to any service requirements specified by the HCCS General Counsel, selected lawyers and law firms are expected to comply with the insurance provider's Defense Counsel Guidelines, attached hereto for reference.

In the event additional time is needed to complete your representation, you must notify the General Counsel immediately. In addition, all work product generated as a result of this engagement shall remain CONFIDENTIAL. The selected firm shall provide those legal services reasonably required to adequately represent HCCS, and shall take reasonable steps to keep HCCS informed of the progress.

Your firm shall not perform legal services other than those specified without consultation with and authorization from HCC General Counsel.

Attorneys Assigned to OGC Matters

When a matter is assigned to your firm, we will discuss with you who will be the responsible partner(s) on the

assignment, as well as any associate(s) and paralegal(s) who you propose will work on the matter. Your firm should use its best efforts to use the same professionals during the course of the matter. We understand that, from time to time, other individuals may assist with the matter. However, if you expect a new individual to take on a significant responsibility, or you intend to shift a major responsibility among your professionals, we request that you consult with us before doing so.

All matters shall be staffed with the minimum number of attorneys consistent with high quality legal services. Only one person from a firm should attend meetings, status conferences, depositions, mediations, and arguments, etc., unless attendance of more is required to accomplish the purpose of the event. It is expected that the necessity of attendance by more than one person from the firm will be a rare exception and, in those instances, prior approval from the OGC is required.

Correspondence between your firm and the courts, including pleadings and briefs, shall be signed by a partner of the firm, unless we otherwise agree in a particular instance. Further, court appearances for trials, evidentiary hearings or dispositive motions, and depositions of key witnesses, shall be handled by a partner of the firm, unless we otherwise agree.

Budgeting Projects and Lawsuits

Unless otherwise agreed, estimated budgets must be provided for all litigation matters and for all other projects expected to exceed \$5,000 or six months' duration. The budget must be received by the General Counsel no later than 10 days of your firm's engagement on a matter.

The budget should estimate the nature and scope of proposed work and identify major phases (i.e., pleadings, discovery, motions, and trial). The budget should be sent to the HCC attorney who is your primary contact for the engagement. You should immediately advise the OGC attorney of any developments that may significantly impact the projected budget. Periodically, and at least every six months, you should revise the budget, if necessary. Each revision should note the total original projected budget, so that the revisions are clear.

Fees & Other Charges

HCC agrees to pay for legal services based upon a fair and reasonable price based on the market. Billable time shall include preparation, research, travel, and transportation time. It is recognized by both parties to this agreement that such hourly billing rates at the time this agreement is entered into are indicated hereto.

In addition to your legal billing rates, we expect that there will be other incidental charges for items incident to the performance of your legal services, such as photocopying, messengers, facsimile transmissions and postage, specialized computer applications such as computerized legal research and filing fees.

Based on our prior conversation, your firm will charge the following fees/rates:

- (1) Attorney billing fee: \$_____ per hour
- (2) Paralegal fee: \$_____ per hour
- (3) Copying \$_____ per copy

If attorneys are replaced during the engagement, HCC should not be charged for time spent by the new

attorney getting “up to speed.” Use and selection of outside professional services and expert witnesses must be approved in advance by the OGC.

HCC will reimburse you for reasonable and necessary out-of-pocket expenses including meal and travel expenses (without markup) which are incurred as a direct result of your representation of HCC subject to prior written approval from the General Counsel. In the event extensive travel is expected (i.e. any travel including an overnight stay) the travel arrangements must be agreed to by the OGC prior to the expenses being incurred. All travel expenses must be for the lowest available fare on the most efficient mode of transportation. Travel time will not be billed unless legal services are provided during this time. Travel receipts for which reimbursement is sought shall be provided with the invoice. Reimbursement for meals and travels expenses shall be subject to HCC’s travel and business expense policies and procedures.

Billing and Billing Cycle

Please submit a monthly invoice for fees and costs incurred during the preceding month, unless such fees and costs are less than \$500.00, in which case billing of such fees and costs may be deferred to the following month if the firm desires. *A separate bill should be submitted for each separate matter handled by your firm.* Time must be billed in increments of tenths of an hour.

Each invoice should be in a logical format and include at least the following information:

- i. the name of the matter (each matter should be billed separately);
- ii. an identification of the individual(s) who worked on the matter (including a reference to whether the individual is a partner, counsel, associate, or paralegal) and a description of each activity performed;
- iii. the time spent by each person involved in that activity in 1/10 increments and applicable hourly rates;
- iv. a separate statement of all outstanding (i.e. unpaid, but previously billed) fees and costs; and
- v. a statement of the total amount of fees and costs “billed to date” for the matter, making it clear whether the currently invoiced fees and costs are included. A summary of fees must also be included.
- vi. All invoices must include a cover page entitled, “Invoice Summary” which includes the invoice date, invoice number, description of the matter, and total fees billed for the invoice, and separate total billed for expenses.

(Please advise us when your firm’s fiscal year is coming to a close so we may expedite the payment of any outstanding bills.)

Each invoice for each matter should contain a separate itemization of disbursements and costs, and include the date incurred. Each invoice for each matter shall also separately itemize all electronic research, specifically identifying the time spent researching, and the specific topic researched.

Fees and charges will be billed monthly and are payable within thirty days (30 days) of receipt, but will not be considered late payment until forty six (46) days after receipt of the invoice by HCC pursuant to Section 2251.021 (b) of the Texas Government Code.

Communicating/Reporting to OGC

Unless otherwise advised, your work plan should presume you will provide the OGC attorney with drafts of documents, agreements, pleadings, briefs, motions, etc., in time to permit meaningful review and comment. All legal work performed by your firm should be coordinated with the OGC. There may be times when you are authorized by OGC to coordinate or communicate directly with a representative of HCC in addition to the OGC. In these instances, you are authorized to communicate with such persons; however, you must copy your contact attorney at the OGC on written exchanges with such people, and otherwise keep your contact attorney apprised of significant issues if you discussed them orally with other HCC personnel. Please make sure that the OGC is aware of all direct communications to the extent practicable. The OGC must always be aware of all plans, strategies, or legal documents you are preparing or you expect to prepare for an HCC representative.

When representing HCC in litigation, you should provide the OGC attorney with copies of all pleadings, motions, including affidavits, certifications, briefs, and correspondence by you or opposing counsel. Discovery materials should be provided to the OGC attorney at your discretion, being mindful of the cost of copying such materials, or when directed to do so by the OGC. All final documents containing legal arguments, such as formal and informal briefs and letter briefs that are filed with a tribunal on behalf of HCC, shall also be provided electronically to the OGC. If hard copies are filed with the tribunal, they should also be forwarded to the OGC.

You should identify and review with the OGC attorney at an early stage the possible need for expert witnesses or consultants and the timing for retaining them.

Conflicts

Your representation of HCC includes commitments by your firm not take a position adverse to HCC in certain matters where you might otherwise represent another existing or potential client and not to misuse any confidential information HCCS may furnish to your firm. Due to the broad base of clients which your firm may represent, it is possible that you may find yourself in a position adverse to another client in litigation, legislative or regulatory proceedings, business negotiations or some other legal matter unrelated to your representation of HCC's interests.

Thus, it is expected that your firm will not take a position adverse to HCC with respect to certain matters. In representing HCC, you recognize that you shall be disqualified from representing any other client in any matter which is substantially related to your representation of HCC. Likewise, your firm shall be disqualified with respect to any matter where there is a reasonable probability that confidential information HCC furnishes to you could be used to our disadvantage. You agree that, except as set forth in the preceding sentences, your firm shall be entitled to represent the interests of any other client against HCC in litigation, legislative or regulatory proceedings, business negotiations or other legal matters.

Client Documents

Under this Agreement, your firm agrees to maintain documents HCC furnishes to you in your client files. All files and/or documents retained at the firm relating to HCC representation are and remain HCCS property. At the conclusion of the representation (or earlier, if appropriate), it is HCC's obligation to advise your firm as to which, if any, of the documents in your files HCC wishes for you to return. Your firm will retain any remaining documents in your files for a certain period of time and ultimately destroy them in accordance with your record retention program schedule then in effect.

Confidentiality Agreement

You agree and understand that any documents or reports that are being furnished herein are considered covered by the attorney-client privilege. You agree to maintain confidentiality regarding any information obtained or prepared herein unless authorized to release said information by HCC, a court of law, or other statutory authority.

Termination of Representation

HCC does not foresee any circumstance that would lead to a termination of your services, other than the completion of all the anticipated tasks on HCC's behalf. However, the law allows HCC the right to terminate the representation of an attorney or law firm at any time, with or without cause. The decision to terminate shall be at the sole discretion of HCC General Counsel. The contracting firm or attorney will be paid for all services actually rendered and all costs actually incurred prior to the date of termination, and such payment for services already completed shall be the total compensation due to such firm or attorney for termination. HCC further reserves the right to terminate the selected law firm for that engagement if the lead counsel terminates his or her relationship with the firm selected.

Subject to your firm giving HCC reasonable notice to arrange for alternative counsel, your firm reserves the right to discontinue work on a pending matter or terminate our attorney-client relationship at any time that a statement remains due and unpaid sixty (60) days after it has been sent, at any time you feel your relationship with HCC puts you in violation of the Texas State Bar's ethical principles and standards or the applicable Rules of Professional Conduct, or at any time termination of representation is required or permitted by law.

All files and/or documents retained at the firm relating to HCC representation are and remain HCC property. HCC will have access to these materials at any time, and upon termination of representation, HCC may withdraw these materials with prior written notice. The firm has the right to destroy all HCC files after a certain period of time in accordance with your record retention program schedule then in effect, after the cessation of representation in a matter unless HCC requests their return.

In the event HCC chooses to change representation to any attorney outside the selected firm, a written notice authorizing the transfer of HCC files must be submitted.

Acknowledgment of this Agreement

We are pleased to have this opportunity to work with your firm.

Please confirm that you have received and agree to abide by the guidelines and this agreement by returning a signed copy of this letter to me at your earliest convenience.

Very truly yours, []

We have received HCC General Counsel Outside Counsel Guidelines and agree to be governed by that document's terms in our representation of HCC in addition to the terms of this agreement.

[Law Firm Name]
By: [Lead Outside Counsel]

Exhibit 2

United Educators
UE Defense Counsel Guidelines

Provided as separate 5 page solicitation attachment.