



**HOUSTON COMMUNITY COLLEGE**

Procurement Operations Department  
3100 Main Street, 11th Floor  
Houston, Texas 77002

**REQUEST FOR PROPOSAL (RFP) – 2 STEP PROCESS  
FOR  
STUDENT FINANCIAL COLLECTION SERVICES**

**RFP NUMBER.: 25-29**

**ISSUED BY:**

Procurement Operations  
Department

For

**Financial Services Department**

**PROCUREMENT OFFICER:**

Sara Elkharif /SR. BUYER  
Email: Sara.elkharif@hccs.edu  
Phone: (713) 718 -2574

**PROPOSAL CLOSE DATE: March 17, 2025**

**TIME (Before): 2:00 p.m. (local time)**

**HCC BID Portal [Houston Community College \(bonfirehub.com\)](https://bonfirehub.com)**

**This Solicitation Requires All Proposals to be Submitted Electronically Through Bonfire. No Paper, Email or Fax Submissions Will Be Accepted.**

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

Exhibit Number	Exhibit Title
Exhibit No. 1	HCC Master Services Agreement (Attached)

**SOLICITATION SCHEDULE**

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

Solicitation Milestone	Date & Time
RFP released and posted to HCC’s & ESBD’s websites	February 14, 2025
Virtual Pre-Proposal Conference (non-mandatory) <a href="#">Pre-proposal Teams meeting link</a>	February 24, 2025, at 10:00 a.m. (local time)
Deadline to receive written questions/inquiries	March 3, 2025, by 5:00 pm (local time)
Responses to written questions/inquiries (estimated)	March 7, 2025
Proposal Submittal Due Date	March 17, 2025, by 2:00 pm (local time)
Anticipated Board Recommendation and Approval Date	April 2025 (estimated)

**NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on [HCC Procurement Portal](#) for your convenience.**

## **INTRODUCTION**

This is a Request for Proposal (RFP) pursuant to Chapter 44.031 of the Texas Education Code. Houston Community College (“HCC” and/or “the College”) seeks proposals from qualified firms to provide Student financial collection services. Sealed responses, subject to the terms and conditions of this RFP as more fully explained herein, for evaluation of services must be received on or before the due date specified in the Solicitation Schedule above. Visit [Houston Community College \(bonfirehub.com\)](http://HoustonCommunityCollege.com) for additional information on this and other business opportunities.

## **GENERAL INFORMATION**

Houston Community College's service area includes Houston, Katy, Spring Branch, and Alief Independent School Districts, as well as 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 associate and baccalaureate degrees.

HCC serves its students and the region by offering associate and bachelor’s degrees, certificates, academic preparation, economical education options, vocational trainings, flexible class schedules, and lifelong learning opportunities that prepare students in our diverse community to compete in an increasingly technological and international society. Houston Community College increases the economic outcome of its students and communities, playing an integral role in transforming and improving lives.

As of the year 2024 HCC has nineteen (19) campuses, spanning 6,517,666 square feet, serving 85,858 students.

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

## **VENDOR COMMUNICATION:**

Communication between the Procurement Operations Department and vendors is helpful and encouraged. Steps must be taken, however, to maintain a fair opportunity to compete for all vendors and to avoid any appearance of favoritism. In order to protect the integrity of the process, once the solicitation is issued, the following protocols must be observed:

1. Other than the Assigned Procurement Officer listed, all communication is strictly forbidden and may result in disqualification.
2. All requests for clarifications, information and questions must be submitted in writing to the Assigned Procurement Officer during the Question-and-Answer time frame outlined in the solicitation document.
3. All responses and necessary corrections to the solicitation will be communicated through the addendum process by the Assigned Procurement Officer.

The above referenced guidelines will ensure the College is maintaining a fair and equal opportunity among all eligible vendors during the solicitation process.

## **SECTION 1 – SUBMITTAL INSTRUCTIONS**

- 1.1 HCC is requiring respondents to submit their response to this request electronically through the Bonfire Portal [Houston Community College \(bonfirehub.com\)](http://bonfirehub.com). HCC intends to utilize Bonfire as its exclusive solicitation platform. Proposals can now be accepted through the Bonfire platform.
- 1.2 The following are some important notes about Bonfire:
  - 1.2.1 Official versions of HCCs solicitation, associated documents and any updates are available through Bonfire;
  - 1.2.2 Questions are only accepted through Bonfire before the deadline as noted in the Solicitation Schedule. Associated answers will be posted in Bonfire;
  - 1.2.3 Logging in and/or uploading files(s) does not mean that the response is submitted. Proposers must successfully upload the required files(s), submit all required information including forms and attachments and click the submit button before Closing Date and Time;
  - 1.2.4 Proposers will receive an email confirmation receipt with a unique confirmation number once Proposers finalize their submission. This will confirm that Proposers have successfully submitted their response;
  - 1.2.5 If an item in Requested Information is designated as Required, Proposers will not be able to complete their submission until the requirement is met;
  - 1.2.6 Uploading large documents may take significant time depending on factors such as the size of the file(s) and Proposer's internet connection speed;
  - 1.2.7 Please note the type and number of files allowed. The maximum upload file size is one gigabyte (1 GB). Please Do Not embed any documents within the uploaded files as they will not be accessible or evaluated;
  - 1.2.8 Minimum system requirements for uploading files(s): Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled;
  - 1.2.9 If Proposers need technical assistance with using Bonfire, you may contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1.800.654.8010 x2;
  - 1.2.10 Please note that all inquiries related to the actual solicitation contents and any clarifications must be submitted to HCC through the Opportunity Q&A feature in Bonfire; and by submitting a Proposal in Bonfire, Proposer acknowledges and

accepts all addenda, questions and answers posted by HCC in Bonfire.

1.3 Proposers shall meet the following minimum requirements to be considered for evaluation:

- 1.3.1 The proposer shall complete the appropriate Pricing documents found in Bonfire based on goods and/or services offered. Proposer shall submit a fee schedule for any fees not already listed on the line items;
- 1.3.2 The proposer shall submit all Requested Information in Bonfire and shall submit the Form CIQ (Conflict of Interest Questionnaire) regardless if conflicts exist. By submitting a Proposal, with a completed Form CIQ, Proposer certifies compliance with the requirements therein;
- 1.3.3 HCC reserves the right to request additional information as it deems necessary; and
- 1.3.4 It is incumbent upon the Proposer to review the solicitation in whole and particularly the evaluation categories and provide any other information that it deems relevant to HCC's consideration of their Proposal.

1.4 The College will in no way be responsible for any delay, difficulties, causes or any other occurrences that inhibited or prevented a timely submittal.

1.5 The College accepts no financial responsibility for any costs incurred by the respondent in the course of responding to this invitation.

1.6 All questions regarding this proposal must be submitted in writing not later than the due date specified above in the Solicitation Schedule in the Bonfire portal. Contact between solicited vendors and user departments during the request for sealed proposal process or evaluation process is prohibited.

1.7 HCC reserves the right to reject any or all proposals, accept proposals deemed most advantageous to the college system and to waive any technicalities in proposing.

1.8 Each proposer agrees to hold their offer open for acceptance by The College for a minimum of one hundred eighty (180) days from the submittal deadline date and time for proposal submission.

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## **SECTION 2 –PROJECT OVERVIEW & SCOPE OF SERVICES**

### **2.1 Project Overview**

The Houston Community College System (“HCC and/or the “College”) is accepting sealed proposal from qualified firms/contractors to provide Student financial collection services. The purpose of this request is to allow HCC to purchase services from your firm while remaining in compliance with state and federal laws and requirements. HCC reserves the right to award separate contracts to multiple contractors.

### **2.2 Contract Term**

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

### **2.3 Pre-Proposal Conference**

A pre-solicitation conference is scheduled for (February 24, 2025, at 10:00 a.m. (local time)). The pre-proposal meeting will be held virtually, as indicated in the Solicitation Schedule above, via the Microsoft Teams platform.

**Link to join the meeting:**

[Pre-proposal Teams meeting link](#)

Attendance is highly recommended to understand the requirements of this proposal. Any questions/clarifications that result from the meeting shall be submitted through the Vendor Discussion section in Bonfire.

### **2.4 Scope of Services**

Houston Community College seeks proposals from qualified firms to provide Student Financial Collection Services, pertaining to, but not limited to, collection services of all accounts as referred to the Contractor by HCC with the minimum principal amount due of \$300.00 This Scope of Services covers the requirements of the Contractor to provide Student Financial Collection Services, for the collection of student delinquent payments. The student financial collections will include, delinquent installment payment plans, delinquent student tuition and fee balances including NSF (Not Sufficient Funds) checks on behalf of Houston Community College System and other outstanding receivables. In performing the work, Contractor represents that Contractor is familiar with the Student Financial Collection Services that it will be required to deliver and agrees to perform all necessary and required work to deliver Student Financial Collection Services consistent with industry best practices and in accordance with all applicable governmental laws, rules, licensing, regulations, and professional standards.

The contract, if any, resulting from this solicitation process will be comprised of the specifications as presented in this RFP document along with the response to the RFP from the Contractor.

- 2.4.1** The Contractor shall promptly undertake, through diligent, persistent, and lawful means, the collection of all accounts referred to the Contractor by HCC without regard to dollar amount. The Contractor shall acknowledge to the College, in writing, all accounts received from HCC for collection. This written acknowledgement shall be completed no later than seven (7) calendar days after such accounts are referred to the Contractor.
- 2.4.2** Collection procedures shall be in compliance with all applicable Federal and State laws, including but not limited to, rules and regulations established by the Fair Debt Collections Practices Act, the Federal Trade Commission, Gramm-Leach-Bliley Act, the Higher Education Act, Title IV of the Higher Education Act, Texas Education Code section 54.007, and the Texas Debt Collection Acts. The Contractor shall not, under any circumstances, use any threats, intimidation, harassment, or misrepresentation in an effort to collect on referred accounts.
- 2.4.3** Contractor shall have, and exercise, authority and control over the method and manner of the performance of collection services. Contractor shall be and stand in the relationship of independent contractor to HCC.
- 2.4.4** The Contractor shall accept accounts placed by HCC and use its best efforts, as Contractor describes in their proposal, to collect on the accounts utilizing all legal and proper means. Contractor shall undertake such collection action for the amount as specified by HCC, and shall not alter that amount placed except as authorized by HCC or as required by law. Contractor shall comply with all state and federal regulations, which may be applicable to the collection of past due accounts.
- 2.4.5** HCC will first attempt to collect the tuition fees from students before referring the accounts to the Contractor. If these efforts are unsuccessful, HCC may then place the accounts with the Contractor at its sole discretion. Additionally, HCC may reassign accounts for subsequent collection attempts (second placement, third placement, etc.) at no cost.
- 2.4.6** HCC shall exclusively determine which accounts it shall refer to Contractor for collection. Contractor shall not be entitled to access of HCC records or files and shall have no authority to select accounts for collection. The Contractor shall return to HCC, at no charge, accounts that have been placed in error or due to other adjustments.
- 2.4.7** The Contractor shall not subcontract to perform any of the contracted services without prior written authorization by HCC. If authorization is provided, the Contractor shall remain wholly responsible for compliance with provisions of the contract.
- 2.4.8** The Contractor shall make no representation nor permit others to make a representation to debtors of the College that the Contractor occupies any relationship to the College other than that of an independent contractor. The Contractor shall use its own name and

letterhead in all contacts, transactions and communications with debtors and other persons.

- 2.4.9** The Contractor is responsible for safeguarding all personal and financial data received from both HCC and the students or others making payment on behalf of the student, The Contractor must implement and maintain appropriate physical, technical, and administrative safeguards to protect data against unauthorized access, use, or disclosure, in compliance with applicable laws, including but not limited to FERPA and the Gramm-Leach-Bliley Act. In the event of a data breach, the Contractor must notify HCC within 24 hours of discovery and provide a detailed incident report within 72 hours.

The Contractor must also obtain a surety bond and comply with the substantive requirements of Chapter 392.101 of the Texas Finance Code.

- 2.4.10** Contractor must maintain strict confidentiality concerning all records, placements, reports, etc. having to do with Student Financial Collection Services.
- 2.4.11** All records pertaining to the services provided shall be open for inspection and/or audit by HCC or its designee at any time during regular business hours, including review of Contractor's procedures and forms.
- 2.4.12** On request by HCC, the Contractor shall meet with a representative of HCC monthly and review an invoice(s), explain charges, and/or discuss problems relating to the services provided. The Contractor shall provide the name, telephone number and email address of the Contractor's contact for such purposes.
- 2.4.13** The Contractor shall promptly, within 24 hours during weekdays, respond to complaints or inquiries transmitted to the contractor by HCC, which arise and are a result of the contractor's performance.
- 2.4.14** The Contractor shall maintain funds collected on the College's accounts in a separate escrow account and shall not co-mingle the funds of the College with the Contractor's operating cash, or funds of other clients. The collected funds, less the agreed commissions, shall be remitted to the College on a monthly basis on a schedule to be mutually agreed upon by the parties to the contract. Funds shall be disbursed to the College, along with a detailed updated debtor inventory for each account on file.
- 2.4.15** The Contractor shall reimburse the College for any amount which becomes uncollectible, or which is lost due to any act or omission of the Contractor. Such acts or omissions may include, but are not limited to; accepting a compromise settlement for less than the total amount due without prior authorization from the College, acknowledgement that a payment constitutes payment in full when in fact the account has not been paid in full, failing to update accounts resulting in court judgment which includes less than the amount due and payable, failing to promptly notify the College



of a bankruptcy filing so as to allow the timely filing of a claim or other appropriate response.

- 2.4.16** The Contractor shall maintain accurate records, satisfactory to the College, showing debtor account balances, additional charges, collection commissions, and payments for all accounts. The accounts shall be maintained on a computerized data system. The Contractor's records shall be available for inspection by representatives or agents of HCC at any time and the Contractor grants permission for such representatives or agents of the College to enter the Contractor's premises for the purpose of review and inspection of these records.
- 2.4.17** The Contractor shall provide a secure internet access to the accounts in the firm's database. Such an internet access will enable the College to perform accounts inquiries. The Contractor will work with HCC to create, activate, and maintain this access.
- 2.4.18** The Contractor shall provide HCC with a link to secure, fast, efficient transfer of collection account data and have the ability to accept placement of accounts in any format both electronic and manual.
- 2.4.19** The Contractor shall maintain a file on each account, showing all telephone contacts, correspondence, and any other contacts made with the debtor or their agent regarding the debtor's account.
- 2.4.20** The Contractor shall submit to HCC on a monthly basis, reports that include the following:
- 2.4.21** Accounts that are being collected and their status of any agreement;
- 2.4.22** Returned/cancelled accounts;
- 2.4.23** The performance (percentage of collection) under the contract;
- 2.4.24** Acknowledgement of placement of new accounts; and
- 2.4.25** Statement of the account, as of the end of the previous month identifying the student's name, social security (identification number), original balance, collection fees, payment received and outstanding balance in a format that is acceptable to HCC.
- 2.4.26** HCC may place temporary treatment holds or permanently withdraw individual accounts from collection treatment at any time by verbal or written notification to Contractor. Verbal withdrawal will be followed by written confirmation.
- 2.4.27** All monies collected by the Contractor shall be remitted in full to HCC (less any fee to which the Contractor is entitled as specified in the collection fee, Schedule of Items and Prices) together with an itemized report listing the accounts upon which collections

were made, the amounts of the fee deducted or due Contractor for such collections, and the Contractor shall send the collected money to HCC in the following month after the collection.

- 2.4.28** The Contractor shall agree to either suspend action, temporarily or permanently, without fee or penalty to the College, or debtor, on any account upon receipt of suspension notification by the College. In the event that an account is returned to the College whether at the direction of the College, or due to the action of the Contractor, the Contractor shall, the following month, transmit to the College all records, documents, and monies in its possession relating to said account or received pursuant to its collection efforts regarding such account with the return of said account. Such withdrawals will be made with no cost to the College.
- 2.4.29** The Contractor shall agree to suspend action on any account upon receipt of notification of bankruptcy, returning all information without penalty or cost to the College. This includes accounts where legal action may have been taken.
- 2.4.30** Should the Contractor fail or refuse to return an account to the College upon being requested to do so, the Contractor will be responsible for any claims, damages, expenses, or costs of collection or attorney fees incurred by the College which may arise from the Contractor's failure or refusal to return accounts or otherwise perform its obligations under the agreement in a timely fashion.
- 2.4.31** The Contractor shall provide, with each account close and return, a reason statement providing the rationale for the close and return of the account in question (i.e. no assets, unable to locate, unemployed, etc.).
- 2.4.32** Once an account has been placed with the Contractor for collection, the College shall no longer accept payments directly from the debtor. All payments must be made through the Contractor. The Contractor shall work on the account for the life of the .
- 2.4.33** The Contractor will not be entitled to a collection fee for overpayment on an account and will promptly forward to the College any amounts in excess of what is due with a full explanation that the amount is an overpayment.
- 2.4.34** In the event that the account is reduced or canceled by the College, no collection fee will be due to the Contractor for the amount of the cancellation or reduction.
- 2.4.35** The College retains the right to review and approve legal counsel use on any contractual documents between legal counsel and the Contractor.
- 2.4.36** The Contractor will provide to HCC, in writing, the names of credit bureaus to whom the Contractor submits reports. HCC does not currently report delinquent student accounts to any credit bureaus. HCC reserves the right to change our position, but HCC will be the one to make that decision.

- 2.4.37** The Contractor shall notify the student of their delinquent account within five (5) calendar days of HCC placing the account with the Contractor. However, before any notifications are sent, HCC must review and approve the Contractor's letter template as part of the agreement process.
- 2.4.38** The Contractor will notify HCC of any name or address change of its debtors as well as requests to the student to follow proper procedures to have student's address and information updated.
- 2.4.39** The Contractor and its personnel shall be courteous to students, and shall avoid threats, intimidation and harassments of students.
- 2.4.40** The Contractor shall observe debtor's (students') rights within the constraints of the Fair Debt Collection Practices Act and Privacy Act. The contractor shall also honor the FERPA rights of the student.
- 2.4.41** The Contractor shall not accept any compromise settlement with the student without written approval from HCC. Contractor shall have no authority to accept compromise settlement of accounts without the written consent of HCC.
- 2.4.42** The Contractor and HCC shall understand and agree that from time to time in the process of handling accounts for collection for HCC, Contractor may determine legal action is necessary to collect certain past due accounts. The Contractor shall not institute legal proceedings in the name of HCC without the express written authorization of HCC. Before requesting authorization, the Contractor must exhaust all non-legal collection efforts and provide a detailed account of actions taken, including documented communications with the debtor. Legal proceedings will only be considered if the debt exceeds \$500 and is deemed economically feasible to pursue.
- 2.4.43** The Contractor shall maintain professional liability insurance in amounts sufficient to the purpose of the Agreement at all times during the term of the Agreement and agrees to indemnify, defend and hold harmless HCC from and against any and all losses, claims, demands, suits, or actions, of whatever type of nature, arising from or due to or connected with an activity of Contractor, or of its agents, attorneys, servants, or employees in the handling of monies pursuant to the agreement, or in collection, or in attempting to collect, any account or accounts referred to Contractor by HCC under the agreement.
- 2.4.44** This is a performance-based contract Houston Community College (HCC) reserves the right to reassign any or all collections files and reassign these files to other collection agencies if the Contractor fails to meet agreed-upon performance benchmarks. Performance will be evaluated based on collection rates, adherence to reporting timelines, and compliance with all applicable regulations. HCC will conduct semi-annual or annual performance reviews to assess the Contractor's effectiveness. The

Contractor may request a review of reassigned files if disagreements arise over performance metrics.

## 2.5 Warranty of Services

1. *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of HCC and/or designee by which HCC assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
2. *Definitions:* "Correction" as used in this clause, means the elimination of a defect.
3. Notwithstanding inspection and acceptance by HCC or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. HCC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by HCC. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to HCC, or (2) that HCC does not require correction or re-performance.
4. If the Contractor is required to correct or re-perform, it shall be at no cost to HCC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, HCC may, by contract or otherwise correct or replace them with similar services and charge to the Contractor the cost occasioned to HCC thereby or make an equitable adjustment in the Contract price.
5. If HCC does not require correction or re-performance, HCC shall make an equitable adjustment in the contract price.

## 2.6 Certificate of Insurance Information

Parties making deliveries to or performing services at the HCC sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements:

- a. Commercial General Liability - \$1,000,000.00 bodily injury and \$1,000,000.00 property damage;
- b. Automobile Liability - \$1,000,000.00 bodily injury and \$1,000,000 property damage;
- c. Worker Compensation insurance - \$1,000,000.00

Upon request from the College, the successful bidder shall provide the College with a certificate of insurance, adding the Houston Community College as an additionally insured party, provide Houston Community College with a waiver of subrogation, and name Houston Community College as a certificate holder.

Respondent must provide proof of insurance for any third-party liability associated with the proposed scope of work and/or services (i.e, injury to, or damage to property of, a third party).

## **2.7 Additional Services:**

In the event the College may require additional related services to be performed by the Contractor that are outside the scope of this Agreement (“Additional Services”) the College may seek a proposal from the Contractor (“Proposal”), which the Contractor may provide if Contractor is willing and able to perform such Additional Services.

The Proposal shall contain (a) the scope of work to be performed; (b) a fixed fee or set billing rate for the proposed services; and (c) any other information relevant to the Proposal.

The Contractor shall deliver the Proposal to the College within a reasonable period of time. If the Proposal for Additional Services is acceptable to the College, the Proposal will be used to issue a purchase requisition. No additional work shall begin without the Contractor receiving the first and approved purchase order from HCC’s Procurement Operations.

The College may elect to deny such Proposal at its sole and absolute discretion.

## **2.8 Additional Information**

A bid award, if any, will be through the issuance of a purchase order (PO) and shall be governed by the general terms and conditions of purchase outlined on the purchase order document. Unless such terms and conditions are superseded by the content of this Request for Proposal or a contract (if terms are in conflict, the terms of the Request for Proposal will take precedence).

The final authority to approve or disapprove delivered equipment, products and/or services lies with HCC. In the event products delivered do not meet specification quality level, or do not perform as specified in this bid/proposal, the supplier will replace the items, at no additional cost to HCC.

The supplier shall be responsible for all claims against the manufacturer for manufacturing defects.

Any correspondence regarding a purchase order, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference HCC’s PO number.

HCC will not be responsible for products delivered or services rendered in advance of a Contractor’s receipt of a purchase order.

The Contractor must notify HCC immediately once it is known that products and/or services will not be delivered / rendered as promised.

If HCC, in the exercise of its best judgment, determines the supplier's process for the delivery of products and/or services is unsafe or hazardous to life or property, HCC will suspend the process until the supplier takes corrective action.

Trash or refuse generated because of the operations or activities of the supplier delivering products will properly be disposed at the Contractors expense.

## 2.9 Additions and Deletions

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar items, locations and/or services to the list of items, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

## 2.10 Holidays

Generally, HCC Colleges are closed on the Federal holidays below but because of the dynamic nature of the campus buildings, some buildings may require service on these holidays while others may not require service.

- New Year's Day
- Martin Luther King's Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Thanksgiving (Week)
- Christmas Day

In addition, HCC Colleges are closed for two (2) weeks for Winter Break and one (1) week for Spring Break and one (1) day for Spring Holiday.

## 2.11 Travel Time

Bidders should include any travel time to the various HCC campuses for **services provided** in their costs (No additional charges shall apply). The contractor may be required to visit the premises where work shall be performed prior to work authorization, as it is the contractor's responsibility to identify all costs associated with a particular unit or equipment.

Prices must include all transportation costs. The college will not pay for mileage or fuel charges. Time begins when the contractor has reached the designated job site. The College will not pay travel time to and from a job site.

**2.12 Identification**

Contractors, subcontractors or company representatives working at any college property or college facility shall wear a clearly visible name tag, badge, embroidered or labelled uniform shirt, or other personal company identification at all times. Failure to comply with this requirement could result in removal from the campus until corrected.

**2.13 Estimated Quantities Not Guaranteed**

The estimated quantities stored herein are not a guarantee of actual quantities, as HCC does not guarantee any particular demand, during the term of this contract. The quantities may vary depending upon the actual needs of the end-user. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

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**SECTION 3 –SCHEDULE OF ITEMS AND PRICING**

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

**3.1 Instructions**

Proposer must complete this section in its entirety and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

**3.2 Price Schedule**

The respondent is to provide information and pricing for all items listed in the Price Schedule to support the purchase of the requested product/service. Respondent must complete the open boxes using information supplied in the Price Schedule. The Price Schedule will help HCC to fairly assess each proposer's pricing and evaluate the competitiveness of each proper's offer. (All boxes must be completed in order to complete your submission.

The proposer shall indicate the cost within the BONFIRE Bid Table titled, Schedule of Items & Prices Worksheet (Reference Number **BT-34FV**).

*The percentage/fee that the Collection Agency shall collect from the student shall be based on the original balance of the accounts referred for collection, i.e.*

*Account Balance - \$1,000.00 (due to HCC)*

*Collection Fee due to Contractor (if fee is 21%) - \$1,000.00 x 21%= \$210.00*

*Amount to be collected from student - \$1,000.00 + \$210.00 = \$1,210.00*

*Delinquent student account receivable balances can include housing charges, meal plan charges, and library fines, parking fines, conduct fines, financial aid, Return of Title IV repayments, non-sufficient fund payments and fees, tuition, student activity fees, course fees, and bookstore charges.*

**3.3 Value Added Services**

Respondents are to indicate any **value-added services** offered by an individual or firm for its services. These services include any skillset, abilities or service(s) that may add overall value to a project that has not been previously requested in this document nor inherent in the delivery of said service(s). Please use this section to propose additional services related to the scope of work that are not specifically outlined in this RFP along with any standard price sheet.



**3.4 Price Evaluation**

Evaluation of price will not occur until the completion, scoring and ranking of all proposers on the basis of non-price factors. Please refer to Section 4 for an explanation of the evaluation process for this RFP.

**3.5 Price Proposal Signature**

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

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

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

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

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

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**3.6 Cooperative Contract**

Please list the following information for the cooperative contract that your proposal is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	
Cooperative Contract Term	
Cooperative Contract Website link:	

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**SECTION 4 –EVALUTION CRITERIA****4.1 Evaluation Criteria**

The scoring of proposals for this RFP will occur in two (2) steps. During Step 1, an Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm’s Qualification and Experience (Tab 1) and Demonstrated Qualifications of Personnel and Team (Tab 2)	<b>30</b>
Proposed Approach and Methodology (Tab 3)	<b>35</b>
Past Performance & References (Tab 4)	<b>30</b>
Small Business Practices (Tab 6)	<b>5</b>
Completeness of Price Proposal (Information sufficiently complete and clear to enable HCC to evaluate vendor’s pricing for all elements of the required scope)	<b>Pass or Fail</b>
Demonstrated Financial Resources and Solvency (the past Two (2) last year’s financial statements)	<b>Pass or Fail</b>
<b>Total Points</b>	<b>100</b>

Following the evaluation, scoring and ranking of all proposers based on the weighted factors above (Step 1), proposers earning a minimum of 85 points, and who are deemed otherwise responsible and eligible (see below), will have their price proposals evaluated (Step 2).

During this Step 2, all proposers scoring a minimum of 85 points during Step 1 will be re-ranked, in the order of lowest price to highest price, giving price a weight of 100% at this phase for all qualifying proposers. All remaining proposers who did not receive a minimum of 85 points in Step 1 will remain in their same ranking position resulting from Step 1, and their price proposals will have no weight in Step 2.

In the event the HCC determines, in its sole discretion, that an insufficient number of firms received a minimum of 85 points in Step 1, such that there will not be adequate price competition among qualified firms in Step 2, HCC reserves the right to select up to three (3) of the top scoring proposers from Step 1 to move on to Step 2, even if such firms scored less than 85 points in Step 1. HCC may, however, refuse to select a second or third firm to move on to a Step 2 price evaluation if there is a greater than 10% spread (as calculated by the higher score minus the lower score, divided by the lower score) between a firm and the next highest-ranked firm.

#### 4.2 Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.

- 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.
  - 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 proposal is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. The proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and, as necessary, to

- perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other 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 6.16 - 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 RFP.

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## **SECTION 5 – INSTRUCTIONS TO PROPOSERS**

- 5.1 To achieve a uniform review process and obtain the maximum degree of impartiality, all proposals must be organized in the manner specified.
- 5.2 Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 5.3 All Attachments noted are to be completed and submitted with Proposal, **Attachments 1, 5 and 7 must be signed and notarized.**
- 5.4 Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- 5.5 Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- 5.6 Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted electronically through HCC's eProcurement system Bonfire. Preprinted material should be referenced in the proposal and uploaded and labeled as attachments. Sections should be divided by tabs for ease of reference. Electronic proposal should be provided in an Adobe Acrobat (.pdf) format.
- 5.7 Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 5.8 Number of Copies: If submitted through the Bonfire platform, must include an original signed copy of your Proposal including all required HCC forms and documents. An original (manual) signature must appear on the original electronic copy. The electronic copies should be in non-editable PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the response should be clearly labeled with the Project Name and Number.
- 5.9 Proposals must be submitted and received on or before the time and date specified in the Solicitation Schedule.
- 5.10 Late proposals will not be considered under any circumstances.
- 5.11 Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.
- 5.12 Proposer Response General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

**5.13** Cover letter - The cover letter shall not exceed 1 page in length, summarizing key points in the proposal 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 RFP.**

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

**5.15 Tab 1: Firm's Qualification and Experience**

1. Qualifications & Experience of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
2. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
3. Provide firm's overall ability in providing the services required in this solicitation.
4. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.
5. Provide examples of your firm's civic activities including awards and recognitions.
6. Provide a detailed list where your firm has provided services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.
7. HCC may verify all information furnished. As a minimum, include the following per project experience:
  - a. Project Name, Location – Year Completed.
  - b. A brief project description describing your experience, work performed by your firm and work subcontracted.
  - c. Owner's Name, title, and current phone number.
  - d. Identify firm's role; completion date; and contract name(s).
  - e. The methods of delivery used and how the firm maintains quality control.

- f. Provide documented experience in providing the types of services described herein especially related to community or junior college experience or higher education facilities experience and with regard to accomplishment of past engagements involving services of the type and kind required in this RFP. List if firm was prime or subcontractor.

#### **5.16 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.

1. 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 RFP. Describe how the team will be organized to deliver the services defined in this RFP.
2. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel have been providing the type of services as described in this RFP.
3. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFP.
4. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFP.
5. Personnel's job functions, role, percentage of time to be assigned to this account and physical office location.
6. Designate the individual who is authorized to sign and enter into any resulting contract.
7. 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.

#### **5.17 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 RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.

1. Proposer shall respond to all requirements and questions noted in Section 2.
2. Proposer shall complete and submit the questionnaire labeled Q-23NO on the Bonfire platform



3. Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to HCC. List any required HCC resources or expectations needed in order to meet the proposed timeline.
4. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP.
5. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
6. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP 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 the quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
7. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
8. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.

**5.18 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.

1. Provide contact information for the list of accounts noted in Tab 1 above, HCC may verify all information furnished.
2. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
3. 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 RFP.
4. 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.

5. 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.
6. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.

#### **5.19 Tab 5 – Price Proposal**

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 3 – Price Proposal.

1. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
2. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or costs and to comply with the requirements herein may cause HCC to reject, as non-compliant, a proposal for further consideration.

#### **5.20 Tab 6 - Small Business Practices**

This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

1. Describe your previous experience, involvement and approach in working with certified Small Business firms, including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
2. 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.
3. 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.

4. 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 RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

**5.21 Tab 7 - Firm's Financial Status**

1. 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; and
2. The past Two (2) years financial statements of your company.
3. 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.

**5.22 Tab 8 – Business Relationship Strength -**

“Business Relationship Strength” for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful “relationship” between the selected contractor and HCC for the duration of the contract. At a minimum, your response must include:

1. Your definition of a mutually successful “relationship” between your firm and HCC; and
2. 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.
3. Student Internship: HCC is expanding its student internship program. Proposers are encouraged to describe how they envision using HCC students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience. Proposers willing to participate in this educational enrichment opportunity should provide the following information in the proposal response:
  - a. A number of HCC students proposed to be used as student interns in delivering the scope of services as defined in this RFP.
  - b. Proposed task and objectives that HCC student interns shall perform under the resulting contract.

- c. The proposed number of hours and length of engagement for HCC student interns shall be performed under the resulting contract.
- d. Proposed work location where HCC student interns shall perform under the resulting contract. If not on site as part of the project team, any proposed work locations must be within Houston, Texas given student class schedules.
- e. Proposed mentor/representative that will be responsible for working with and leading HCC student interns under the resulting contract.

**5.23 Tab 9 – Required Attachments**

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

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**SECTION 6 – GENERAL INFORMATION**

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

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

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

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

6.2 Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.

6.3 HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.

6.4 HCC makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.

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

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

Proposals which are qualified with conditional clauses, alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.

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

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

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

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

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of any response to this Request for Proposal.

#### **6.5 Award / Contract Approval**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this RFP.

#### **6.6 Inquiries and Interpretations**

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all addenda will be posted on [Houston Community College \(bonfirehub.com\)](http://HoustonCommunityCollege.com). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. The proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Contract Award Form).

#### **6.7 Commitment**

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

performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

#### **6.8 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.

#### **6.9 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, 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 platform register as a bidder. The website address to access the vendor registration form is <https://hccs.bonfirehub.com/portal/?tab=login>

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

#### **6.10 Obligation and Waivers**

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

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

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

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

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

**BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS**

TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

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

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

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

#### **6.11 Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered.

A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

#### **6.12 Postponement of Proposals Due Date/Time:**

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

#### **6.13 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.



#### 6.14 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 purposeful 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: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews. For more information regarding SBE Certifications go to <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>.

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:

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

Points shall be awarded in accordance with the Proposal Response based on the prime vendor's certifications and/or commitment to small business subcontracting stated in the solicitation document and the published point scale. The points noted below are sample as aligned with the Proposal SBE Subcontracting Commitment table noted above.

A copy of the complete SBDP Procedure may be found on our [Small Business website](#).

4. Certified small business prime contractor – automatically eligible for maximum available SBE points. However, HCC reserves the right to deny the points, and look only to the prime contractor’s use of subcontractors, if HCC, in evaluating solicitation responses, makes a determination that the prime contractor will not have a legitimate and active role in the performance of the contract;
5. Certified small business prime contractor that meets the SBE Bonus Points subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE Bonus Points. The noted Bonus Points shall only be available when a certified SBE who is the prime contractor shall also use a certified SBE as a subcontractor. This category of points shall only be available when subcontracting opportunity is identified as noted in the published table; (Not Applicable for this solicitation)
6. Non-certified small business prime contractor that meets the SBE subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE points;
7. Non-small business prime contractor with non-small business subcontractor – no points; and
8. Non-small business prime contractor self-performing work – no points

Proposed SBE Subcontracting Commitment	Available Points	Eligibility
5% & Higher	5	Certified-SBE prime <u>or</u> Non-SBE prime using certified SBE subcontractor

The ultimate decision to award Contracts will be made by the HCC Board of Trustees based on its determination of best value to HCC or otherwise in accordance with the solicitation’s method of procurement.

**6.15 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.

**6.16 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.

#### **6.17 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.

#### **6.18 Taxes**

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

paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

#### **6.19 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 the proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

#### **6.20 Appropriated Funds**

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

#### **6.21 Conflict of Interest**

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

Note: **Attachment No. 6 and Attachment No. 7** shall be completed, signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure

to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

#### **6.22 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.

#### **6.23 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.

#### **6.24 Withdrawal or Modification**

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

#### **6.25 Validity Period**

Proposals are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

#### **6.26 Terms and Conditions**

HCC's General Terms and Conditions of Purchase Order dated June 2, 2020, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).

Bidders may offer for HCC's consideration alternate provisions to the Terms and Conditions. If a proposer/bidder takes exception to any portion of this solicitation, whether in full text or incorporated by reference, Proposer/bidder must so state in the proposal, with specific reference to the specific article(s) or section(s) concerned. Proposer/Bidder must offer its proposed alternate language and justification. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. HCC reserves the right to accept or reject any exceptions taken but may choose to negotiate said exception(s). Proposer's/Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

#### **6.27 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.

#### **6.28 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.

#### **6.29 Delegation**

Unless delegated, the HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

#### **6.30 Invoice**

To facilitate payment, invoices for goods or services delivered in accordance with the resulting contract and purchase order shall be emailed to the Accounts Payable Department with a copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

**6.31 Cooperative Purchasing Agreement**

As permitted under the Interlocal Cooperation Act of the Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. The proposal is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

**6.32 W9 Form**

Bidder shall include a W9 Form with their bid submission. This may be done electronically by clicking on the "Response attachments" tab and clicking on \*New under "Response Attachments". I acknowledge that a copy of my company's W9 Form has been included with this submission.

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**SECTION 7: REQUIRED ATTACHMENTS**

**Proposers shall complete all noted Attachments and submit with Proposal, Attachments 1, 5 and 7 must be signed and notarized**

<b>Attachment Number</b>	<b>Attachment Title</b>
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
Attachment No. 8	Form 1295

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