



Procurement Operations

Request for Proposals (RFP)

For

Property and Casualty Insurance Program Services

Project No. 11-31

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: May 9, 2011
Project Title: Property and Casualty Insurance Program Services
Project No.: 11-31

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

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

Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Property and Casualty Insurance as it pertains to Property, Boiler & Machinery, General Liability, Educators Legal Liability, Excess Liability, Police Professional Liability, Health Professional Liability, Asbestos/Environmental Liability, Workers' Compensation, Automobile Liability, Crime, Accident Insurance, Athletic Injury Insurance, and International Insurance Liability. The plan year is September 1st through August 31st.

Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 3.

HCC reserves the right to make a contract award up to three (3) firms that best meet the needs of this RFP in consideration of the evaluation criteria as published in the RFP.

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Property and Casualty Insurance Program Services until 3:00 PM (local time) on May 23, 2011. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year period beginning September 1, 2011 through August 31, 2012, with five (5) one year renewal options, unless otherwise extended or terminated by Houston Community College accordance with the terms and conditions.

Obligation and Waivers: This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

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

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

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

INSTRUCTIONS TO PROPOSERS

1. Introduction

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Property and Casualty Insurance Program Services in accordance with the Scope of Coverages contained in this solicitation (Attachment No. 2).

2. Proposal Submittal

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

- Proposal /Contract Award Form (Attachment No. 1)
- General Terms & Conditions (Attachment No. 3)
- Determination of Good Faith Effort (Attachment No.4)
- Small Business Unavailability Certificate (Attachment No. 5)
- Small Business Development Questionnaire (Attachment 6) *** Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 7)
- Non-Discrimination Statement (Attachment No. 8)
- Certification & Disclosure Statement (Attachment No. 9)
- Affidavit Form (Attachment No. 10)
- Business Questionnaire (Attachment No. 11)
- Assurance of SBDP Goal (Attachment No. 12)
- Vendor Application Instructions (Attachment No. 13)
- Insurance Requirements (Attachment No. 14)
- Conflict of Interest Questionnaire (Attachment No. 15)
- Disclosures Financial Interests and Potential Conflicts of Interests (Attachment No. 16)
- Notice of No Proposal (Attachment No. 17)
- Subconsultants / Subcontractors / Suppliers Payment Certification Forms (Attachment No. 18)
- Subcontractor Progress Assessment Form (Attachment No. 19)

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 11-31
Attn: Pam Ferreira, Senior Buyer

3. Eligibility for Award

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

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
 - Have a satisfactory record of past performance:
 - Have necessary personnel and management capability to perform any resulting contract:
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 12 of this solicitation

4. **Preparation of Proposal**

a. **Technical Proposal:**

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

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

b. Price Proposal:

This section shall include a detailed price proposal to be provided by the contractor for the services required under this solicitation. Proposers are required to complete Attachment No. 20, Pricing/Premium Summary

5. Evaluation Criteria

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

Proposals will be evaluated using the following evaluation criteria:

Evaluation Criteria for Evaluation of Proposals:

Criteria for Evaluation	Available Points
Project Management and Services	20
Qualifications and Experience of Firm	20
Qualifications and Experience of Personnel	20
Capacity to Insure	20
Price Proposal	20
Total Weighted Points	100

6. Contract Award

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 2 or this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC.

Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

7. Postponement of Proposals Due Date/Time

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

8. Oral Presentations

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

9. Small Business Development Program (SBDP)

a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection

process.

- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in (Code of Federal Regulations) 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established "**Best Effort**" as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

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

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

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

12. **Internship Program**

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

13. **Prohibited Communications**

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

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.

- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

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

14. Drug Policy

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

15. Taxes

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

16. Explanation to Proposers

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

NOTE: All questions must be sent vial e-mail to Pam Ferreira, Senior Buyer, at pam.ferreira@hccs.edu, no later than close of business on May 16, 2011.

17. Texas Public Information Act

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

18. Appropriated Funds

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

19. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 15, Conflict of Interest Questionnaire Form, and Attachment No. 16, Disclosures – 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. 15 and Attachment No. 16 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.

20. **Ethics Conduct**

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

21. **No Third Party Rights**

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

22. **Submission Waiver**

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

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

.....
PROJECT TITLE: Property and Casualty Insurance Program Services
PROJECT NO.: 11-31
.....

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

.....
In compliance with the requirements of this Request for Proposals for Property and Casualty Insurance Program Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

.....
Purchase Order No. _____ (for payment purposes only)

Project No. 11-31
.....

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at www.hccs.edu, incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2011.

Signed By: _____

Title: _____

ATTACHMENT NO. 2
SCOPE OF COVERAGE
HOUSTON COMMUNITY COLLEGE SYSTEM
COMMERCIAL INSURANCE APPLICATION INFORMATION

INSURED: Houston Community College System
Houston Community College Foundation
Houston Community College TV Broadcasting Station *

PROPOSED EFFECTIVE DATE: September 1, 2011(12:01am) to September 1, 2012 (12:01am)

ADDITIONAL INFORMATION FOR ALL LINES OF COVERAGE CONTACT: Pam Ferreira, Senior Buyer
Houston Community College
Ref: Project No. 11-31
pam.ferreira@hccs.edu
Telephone: (713) 718-5003

LOCATIONS: 3100 Main
Houston, TX 77002

See Attached Property Schedule for Complete List of Locations

NATURE OF BUSINESS: Community College

UNDERWRITING INFORMATION:

- 90 day Notice of Cancellation on **ALL LINES OF COVERAGE**
- Federal ID Number: 1-74-1709152-1
- HCCS IRS Tax Status: Political Sub-Division of the State of Texas
- Foundation IRS Tax Status: Non-Profit Organization under IRS 503C
- The insurance underwriting information has been separated by line of coverage.
- Coverage may be combined if the pricing, coverage and deductible are favorable to HCCS

LOSS DATA: See Loss Information in Attached Exhibits

* The TV Broadcasting Station is not a separate entity

**SCOPE OF COVERAGE
PROPERTY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
\$1,023,949,308	Blanket Building, Personal Property **			
\$ 30,918,525	Blanket Electronic Data Equipment, Computer Hardware, Software & Media			
\$ 30,000,000	Business Income			
\$1,084,867,832	Total Insured Values			

** HCCS will consider a Primary Loss Limit of \$250,000,000. This Limit would include all property values, Loss of Tuition / Business Income, Fees and Rents and Extra Expense. The Primary Loss Limit will be considered if the pricing is favorable to HCCS.

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 100,000	Building, Personal Property, New Acquired, Spoilage Underground Water Seepage, Utility Services - Direct Damage, Outdoor Equipment & Plants & Valuable Papers **			
\$ 500,000 2% TIV in 100 Yr. Flood Zone	Flood			
\$ 100,000	Earthquake			
\$ 100,000 2% TIV for Named Storms	Wind - Per Occurrence			
\$ 1,000	Computer Equipment and Media			
\$ 10,000	Miscellaneous Equipment			
\$ 10,000	Transit			

** Deductible options of \$50,000 and \$250,000 will be considered.

**SCOPE OF COVERAGE
PROPERTY
(Continued)**

VALUATION:

	Yes	No	Differences If Any
Replacement Cost, except Actual Cash Value if not replaced			
Actual Cash Value for Band Equipment			

COINSURANCE:

	Yes	No	Differences If Any
Waived			

**ADDITIONAL LIMITS
OF COVERAGE:**

		Yes	No	Differences – If Any
Flood, per occurrence and in the annual aggregate	\$ 22,500,000			
EXCEPT, 100 Year Flood per occurrence and in the annual aggregate	\$ 100,000			
Earthquake, per occurrence and in the annual aggregate	\$ 100,000,000			
Accounts Receivable	\$ 500,000			
Arson, Theft & Vandalism Rewards	\$ 25,000			
Backup of Sewers, Drains, & Sumps	Included			
Buildings in the Course of Construction	\$ 10,000,000			
Building Ordinance or Law-Demolition, Cost & Construction Blanket	\$ 2,500,000			
Computer Virus Extraction	\$ 25,000			
Consequential Damage	\$ 25,000			
Damage by Water Other Liquid, Powder, or Molten Material	Included in applicable Building Limit			
Debris Removal	Greater of 25% of the Covered Loss or \$500,000			
Employee Dishonesty	\$ 25,000			

SCOPE OF COVERAGE
PROPERTY
(Continued)

Errors & Omissions	\$ 1,000,000			
Expediting Expense	\$ 500,000			
Extra Expense	\$ 2,500,000			
Fine Arts	\$ 1,000,000			
Fire Department Service Charge	\$ 25,000			
Fire Extinguishing Equipment Charge	\$ 250,000			
Forgery or Alteration	\$ 25,000			
Forgery or Alterations - Legal Expenses	Included			
Foundations & Underground Pipes	\$ 100,000			
Ingress/Egress	\$ 500,000			
Inventory & Appraisal	\$ 25,000			
Lock & Key Replacement	\$ 2,500			
Loss of Rents *	\$ 4,757,129			
Loss of Tuition **	Included			
Mold	\$ 5,000,000			
Money & Securities - Inside Premises	\$ 25,000			
Money & Securities - Outside the Premises	\$ 25,000			
Ordinary Payroll	Included			
Outdoor Property	\$ 500,000			
Newly Acquired Real Property 120 Days	\$ 10,000,000			
Newly Acquired Personal Property 120 Days	\$ 1,000,000			
Outdoor Property including Trees, Shrubs and Plants	\$ 500,000			
Off Premises Power / Service Interruption including Transmission and Distribution Lines	\$ 25,000,000			
Personal Property at Unscheduled Locations	\$ 500,000			
Pollutant Cleanup & Removal	\$ 100,000			

**SCOPE OF COVERAGE
PROPERTY
(Continued)**

**ADDITIONAL LIMITS
OF COVERAGE
(Continued):**

Preservation of Property (180 Days)	Included			
Property of Others	\$ 150,000			
Property While on Exhibit	\$ 250,000			
Radio & Satellite Equipment	Included			
Spoilage	\$ 50,000			
Tenant Glass	\$ 10,000			
Theft Damage to Building	Included			
Transit Coverage	\$ 1,000,000			
TRIA (Certified & Non)	Included			
Underground Water Seepage	\$ 25,000			
Unscheduled Contractors Equipment	\$ 500,000			
Unscheduled Musical /Band Instruments	\$ 500,000			
Utility Services - Direct Damage	\$ 50,000			
Valuable Papers & Records	\$ 5,000,000			
If Blanket Coverage is not available, a 120% margin clause is required.				

Sub-limits are part of and NOT in addition to the policy Limit of Liability

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Replacement Cost			
Agreed Amount Endorsement "Risks of Direct Physical Loss" Coverage			
Blanket Real, Contents, & Extra Expense			
Blanket Electronic Hardware, Software & Media and Extra Expense			

**SCOPE OF COVERAGE
PROPERTY
(Continued)**

**TERMS AND
CONDITIONS:
(Continued)**

	Yes	No	Differences If Any
Unintentional Errors & Omissions			
Building Ordinance Regulation or Law - Increased Cost of Construction			
Amended Notice of Cancellation to 90 Days, Nonpayment Remains 10 Days			
Revised Notice of Claim Requirement (Knowledge of Occurrence)			
Flood Coverage for all Locations Including Zones A & V			
Wind Driven Rain included			
Spoilage Endorsement			
Sprinkler Leakage			
Utility Services - Direct Damage (Formerly called Off Premises Power Failure)			
Glass Coverage Form			
Signs Coverage Form			
Pollutant Clean Up and Removal Additional Aggregate Limit of Insurance			
Broaden EDP Perils			
Windstorm Included			
Terrorism Included			

EXPOSURE

BASIS:

Please Refer to the Property Schedule

SCOPE OF COVERAGE

PROPERTY

(Continued)

SPECIAL NOTES:

- Coverage should be quoted on an "All Risk" form including Theft to Contents. Coverage should include ALL Real and Personal Property of every kind and description, pertaining to the Insurer's business.
- Computer equipment may be added to the property policy by adding an Endorsement Form that offers the same Broad coverage as an Inland Marine Floater policy offers. A separate policy may be written if the premium charged and/or deductibles are beneficial for HCCS.
- Policy must be written Blanket with a no-coinsurance clause penalty. The Pro-rata distribution clause should be eliminated. The Agreed Amount endorsement must be attached.
- Coverage must be extended to cover All Real and Personal Property newly acquired with a 120-day notice of acquisition by the insured.
- Replacement Cost endorsement must be attached, which will apply to all Property including Computers and/or Inland Marine Floater coverage
- Replacement Cost will apply if building is rebuilt. Building does not have to be rebuilt on same site.
- Deductibles to apply per Occurrence Basis.
- Parking facilities - two locations charge a fee for parking.
- Tuition - This coverage should also include loss of income from appropriations, grants and other sources.

EXHIBITS:

- List of Property by location, indicating the values for the Buildings, Contents, Computers and Business Income - EXHIBIT "A" (EXHIBIT "A" is a list of current locations. The values include a 3% increase over the values on the current policy. This information may be revised prior to September 1, 2011 renewal.)
- Information on Alarm Systems. EXHIBIT "B"
- Loss Information. EXHIBIT "C"

**SCOPE OF COVERAGE
BOILER & MACHINERY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
\$ 51,000,000	Limit per Breakdown			

SUBLIMITS:

		Yes	No	Differences – If Any
\$ 1,000,000	Expediting Expenses			
\$ 250,000	Hazardous Substance			
\$ 500,000	Ammonia Contamination			
\$ 500,000	Water Damage			
\$ 1,000,000	Business Income / Extra Expense			
60 Days	Business Income / Extra Expense Extended Period of Restoration			
\$ 5,000,000	Errors and Omissions			
\$ 5,000,000	Miscellaneous Unnamed Locations			
\$ 5,000,000	Newly Acquired Locations			
\$ 50,000,000	Property Damage			
\$ 100,000	Data or Media			
\$ 250,000	Spoilage Damage			
\$ 1,000,000	Utility Interruptions			
\$ 5,000,000	Ordinance or Law			
\$ 25,000	Consequential Loss			

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 5,000	Combined All Direct Coverages *			
48 Hours	Business Income/Extra Expense			
24 Hours	Utility Damage – Indirect Damage			

* Alternative Deductibles will be considered.

**SCOPE OF COVERAGE
BOILER & MACHINERY
(Continued)**

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Comprehensive Equipment Coverage Including Production Machines			
Coverage Includes Accidental Breakdown of Heating or Process Boilers, Pressure Vessels, Electrical Equipment, Air Conditioning and Refrigeration Equipment			
Include Perishable Goods - \$100,000			
CFC Refrigerants			
Ordinance or Law			
Demolition			
Business Income Coinsurance Waived			
Errors in Description			
Off Premises Property Damage			
Extra Expense – Included			
Service Interruption - Included			
Contingent Business Income			
Media			
Consequential Damage/Spoilage			
Equipment Breakdown			
Computer Equipment			

**SPECIAL
NOTES:**

- Extended Comprehensive Boiler and Machinery covering All Boilers and Machinery owned by HCCS. This should include Production Machines and Utility Owned Equipment, including Underground wiring and pipes at all locations owned by HCCS. Business Interruption and Extra Expense should be included. The cost should also include Boiler Inspections as required by State law.
- Policy must be written Blanket with a no-coinsurance clause penalty.
- Coverage must be extended to cover All Real and Personal Property newly acquired with a 120 day notice of acquisition by the insured.
- Replacement Cost endorsement must be attached.
- Deductibles to apply per Occurrence Basis.

EXHIBITS:

- List of Property – EXHIBIT “A”
- Loss Information – Included in EXHIBIT “C”

**SCOPE OF COVERAGE
CRIME**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
\$ 200,000	Public Employee Dishonesty			
Included	Faithful Performance			
\$ 200,000	Money & Securities (Inside/Outside)			
\$ 200,000	Forgery & Alteration			
\$ 200,000	Robbery or Safe Burglary (Inside/Outside)			
\$ 200,000	Other Property, Premises			
\$ 200,000	Other Property, Messenger			
\$ 200,000	Computer Fraud			
\$ 200,000	Funds Transfer Fraud			
\$ 200,000	Money Orders and Counterfeit Paper Currency			

* Quote Optional Limits of \$250,000 and \$3,000

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 1,000	Each Occurrence			

* Quote Optional Deductibles of \$5,000 and \$10,000

**SPECIAL
NOTES:**

- All audit procedures and internal controls are complied with Annual Audit
- Countersignatures on ALL checks
- Separation of Duties for the Reconciliation, Depositing and Withdrawing from bank accounts
- No known or discovered losses
- Classification:
 - Full Time Employees 2,182
 - Part Time Employees 1,169
 - Part Time Faculty 2,921
- Dunbar Armored pick up money at the locations indicated on EXHIBIT “B”

EXHIBITS:

- List of Campuses where Registration is held – EXHIBIT “D”
- Loss Information: EXHIBIT “E”

**SCOPE OF COVERAGE
GENERAL LIABILITY**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 1,000,000	Per Occurrence Limit			
\$ 3,000,000	General Aggregate			
\$ 3,000,000	Products Completed Operations Aggregate			
\$ 1,000,000	Personal Advertising Injury, Each Person Limit			
\$ 1,000,000	Fire Legal Liability			
\$ 10,000	Medical Expense			
\$ 1,000,000	Employee Benefits Liability Each Wrongful Act			
\$ 1,000,000	Employee Benefits Total Limit			
Included	Police Professional Liability*			
\$ 0	Deductible Each Occurrence			

*Include confirmation of no exclusions related to pending gun law which would allow students to carry concealed handguns if passed

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Premises and Operations			
Products and Completed Operations			
Contractual Liability - Host Liquor			
Liquor Liability			
Incidental Medical Malpractice			
Non-Owned Watercraft (under 51 feet)			
Employee Benefits Liability \$0 Deductible Each Claim Retro Date: 09-01-01			
Broad Form Named Insured			
Unintentional Errors & Omissions In Form			
Defense Cost Outside Limits/Aggregate			

**SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)**

**TERMS AND
CONDITIONS
(Continued):**

	Yes	No	Differences If Any
Aggregate Limit Applies Per Premises			
Blanket Waiver of Subrogation where required by contract			
Blanket Additional Insured where required by contract			
Revised Notice of Claim Requirement (Knowledge of Occurrence, Superintendent, Asst Superintendent, Principal or Vice Principal)			
Herbicide and Pesticide Application Pollution Liability			
Sudden and accidental pollution, above ground (including bodily injury in laboratories)			
Terrorism Coverage Included			
OC&P Coverage for Insureds and Subcontractors included			
Broad Form contractual			
Classes taught at Law Enforcement Academy for the City of Houston			
Classes taught at Houston Law Enforcement Academy for the City of Houston			
Firearm training taught at fire ranges owned by private entities			
Athletic Activities / Events			
Foreign Auto Liability for rentals			
Corporal punishment, sexual assault / molestation			
90 days notice of cancellation and non-renewal			
Worldwide territory – not limited to suits brought in the United States			
Punitive Damages Included			

**SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)**

PREMIUM BASIS:

Child Care Centers – 41716	65	Children			
Grandstands or Bleachers – 44194 <i>Note: One bleacher is located at Central campus inside the Gym area.</i>	1	Each			
Schools – Colleges, Universities, Junior Colleges, College Prep – 67509 <i>Note: Includes Products & Completed Operations</i>	2,280,740	Square Ft			
Lessors Risk Only – 61212 <i>Note: Owned premises leased as Campus Bookstore's and copy centers, retail office space.</i>	276,985	Square Ft			
Swimming Pool – 48925 <i>Note: A Pool, 4' deep is located at Central Campus in the Gym area. It is used for classes and also for the Fitness Center. A membership fee is charged for Staff and Students who want to be members and have the use of the Fitness Center. There are no slides or diving boards. The Fitness Center also has a Hot Tub and a Sauna, as well as exercise machines and weight lifting machines. The members can only have use of the Gym during certain hours. An HCCS employee is always on premises when the Fitness Center is open.</i>	1	Each			
Restaurant <i>Note: Administration Building located at 3100 Main has a teaching school. There is a restaurant located on site, which serves the general public, students and faculty. The school also caters to System wide functions.</i>	540,000	Sales			
Vacant Land – 49452	207	Acres			
Fitness Center - 44311	70,010	Receipts			
Garage Liability – 10073 <i>Note: The Automobile Training Center is located at 4615 Airline. The students do work on privately owned vehicles; however they do not charge a Labor Fee. The owner of the vehicles must furnish the parts.</i>	If Any				
Truck Driving Classes	1,500	Students			
Motorcycle Classes	235	Students			

SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

**SPECIAL
NOTES:**

- Coverage should be quoted on an "All Risk" form including Theft to Contents. Coverage should include ALL Real and Personal Property of every kind and description, pertaining to the Insurer's business.
- **Additional Insured and Waiver of Subrogation This coverage should be Included on a Blanket Basis. HCCS leases space in buildings. Most of the leases require that the building owner be named on the policy. This is a premises exposure only. HCCS also lease or rent property that is owned by the City of Houston. This could be George R. Brown, Convention Center, an office Building, or the Fire Academy. HCCS teach classes at Metropolitan Transit Authority. A list of Certificate Holders will be furnished upon request. There are currently over 400 certificates issued annually.**
- Amendment: Aggregate Limits of Insurance (Per location) should be attached if available. This endorsement modifies the General Aggregate Limit under Limits of Insurance to apply separately to each of the "Locations" owned by or rented by HCCS.
- Employee Benefit liability should be included by endorsement.
- All Mobile Equipment must be included. This includes Golf Carts that are used on premises and on streets between buildings.
- Medical Payments - This coverage should include Students and extend to any person practicing for or participating in any sports activity or exhibition, or while participating in a gym class.
- Include OC&P coverage for Insured sub-contractors who perform work for HCCS.
- Broad Form Contractual
- HCCS does NOT furnish an Infirmary or Clinic for students. Student Health/Accident Insurance is offered to the students on a voluntary basis.
- Classes are taught at the Law Enforcement Academy for the City of Houston.
- Firearm Training is taught at Firing Ranges which are owned by Private entities.
- Classes are taught at the Houston Law Enforcement Academy for the City of Houston.
- Various Vocational Programs. Refer to the enclosed Catalog for a complete list of programs offered.
- No Owned Watercraft
- No Residential Facilities or Campus Housing
- No sale of alcoholic beverages. Alcohol may be served at functions for staff. Alcohol is not served at student functions.

SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

**SPECIAL
NOTES**

(Continued):

- Athletic Activities – HCCS has system wide intramural sports for the 2011-2012 year. This will include Flag Football, Basketball, Soccer and Softball/Baseball. Ultimate Frisbee, Volleyball, Tennis and Bowling may be added.
- HCCS Facility used by others: Auditorium at West Loop Campus used by a Church
- HCCS does control the use of its facilities by organizing or supervising the events.
- HCCS does not own, operate, manage or control any utility, electric power generating plant, cogeneration plant, steam plant, water plant, sewage treatment facility or similar utility that provides service for HCCS or to others.
- Students of HCCS travel to foreign countries. Last year there were 50 students and 12 faculty members who traveled to countries such as Mexico, China, France, Germany and the U.K. This travel is in the summer and is usually for 4 or 5 weeks. The students take classes in language and culture.

EXHIBITS:

- Information on Day Care Centers EXHIBIT “F”
- Loss Information General Liability, Police Professional, Allied Health Professional and Umbrella/Excess Liability: EXHIBIT “G”
- Information on the Television Station operated by HCCS EXHIBIT “H”

**SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences If Any
\$ 3,000,000	Per Occurrence Limit *			
\$ 3,000,000	Annual Aggregate *			

* Quote \$4,000,000 and \$5,00,000 Options

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 1,000	Directors, Trustees or Officers Not Indemnifiable – Per Claim			
\$ 200,000	Wrongful Employment Practices – Per Claim			
\$ 200,000	Each Other Claim			
\$ 200,000	Select Counsel			
\$ 300,000	Approved Counsel			

* Quote deductible options of \$50,000, \$100,000 and \$250,000

PREMIUM BASIS:

Full Time Students	18,921			
Part Time Non-Credit	54,685			
Students Fall Enrollment	73,606			
FTE Faculty	1,640			
Full Time Faculty	910			
Part Time Faculty	2,921			
Administrative, Professional & Managerial Staff	851			
All Other Employees	1,590			

**SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY
(Continued)**

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Proposed coverage provides protection for elected officials, appointed board members, administrators, teachers, substitute teachers, student teachers, and all other employees (including volunteers) who were, are, or shall be employed by The College System.			
Claims Made Form			
Full Prior Acts Coverage			
Pay on Behalf			
Duty to Defend			
The company shall defend and pay claims arising from civil suits against the Insured alleging a Wrongful Act including but not limited to civil rights - Section 1983, discrimination, sexual abuse, sexual harassment and sexual molestation, Failure to Educate, Failure to Desegregate/Integrate, IDEA, and ADA claims			
Trustees & Officers Liability			
Trustee Spousal Coverage to include Domestic Partners			
Educational Errors & Omissions Liability			
A claim shall include demand received by the Insured for money, services or non-pecuniary relief. This shall include the service of suit or institution of arbitration proceedings against the Insured			
Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim			
Complaints filed with the EEOC or equivalent state civil rights enforcement agencies			
Pre-Claim advice credit up to \$10,000			
Communications Crisis Coverage of \$50,000			
Retro Date: February 1, 1992			
Defense Cost Outside the Limits of Liability			
One Staff Attorney			

**SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY
(Continued)**

**TERMS AND
CONDITIONS
(Continued):**

	Yes	No	Differences If Any
No Engineers or Architects			
The company will pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy			
The company will defend and pay Claims arising out of corporal punishment or student discipline			
Non-Monetary Suit Defense Cost			
Enhanced Employment Liability Endorsement			
Explain Extended Discovery Period option offered.			
Please provide an explanation of the Prior Acts coverage that is quoted.			
Intellectual Property extensions			
Consultants & Independent Contractors extension			
Bodily Injury, Libel, Slander, Defamation, Assault and Battery			
Coverage for Punitive Damages			
Outside Directorship extension			
Discrimination, Hiring, Termination & Promotion Extensions (EPL coverages)			
Mental Injury or Emotional Distress arising out of wrongful employment practices			
Sexual Misconduct Claims Endorsement - \$1,000,000 Sublimit			

**SPECIAL
NOTES:**

- **NAMED INSURED** to Include: Houston Community College System, Houston Community College System Foundation and Houston Community College System TV Broadcasting Station. **Individual Insured's:** Include Current or Former Trustees, Directors or Officers, any employee, member of the faculty, student teacher, teaching assistant, uncompensated volunteer worker, member of a committee, representative to an Educational Association of which the Educational Organization is a member, or student of an Educational Organization while serving in a supervised internship program.

SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY
(Continued)

**SPECIAL
NOTES**

(Continued):

- INSURING AGREEMENT: PAY ON BEHALF of the insured's loss that exceeds the Self-Insured Retention
- Broadcasting Liability on the TV Cable Access Educational, Extension and Community Service Channel. Channel 19 on Warner Cable, Channel 71 on TVMax Cable and Channel 77 on Phonoscope Cable.
- No Engineers or Architects

ENCLOSURES:

- Information for TV Station Exposure - EXHIBIT "H"
- Board of Trustees, HCCS EXHIBIT "L"
- Strategic Plan – EXHIBIT "M"
- Audited Financial Statement – HCCS, EXHIBIT "N"
- Board of Directors, Foundation – EXHIBIT "O"
- Budget for Foundation – EXHIBIT "P"
- Audited Financial Statement, Foundation – EXHIBIT "Q"

LOSS INFORMATION: EXHIBIT R

**SCOPE OF COVERAGE
EXCESS LIABILITY**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 4,000,000	Per Occurrence Limit *			
\$ 4,000,000	Aggregate Limit *			
\$ 4,000,000	Product, Completed Operations and Employee Occupation Disease Annual Aggregate			
\$ 0	Retained Limit			

* HCCS will consider a limit of \$6,000,000

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Defense Costs Outside of Limit			
Punitive Damages Included			
Broad Named Insured			
Knowledge of Occurrence			
Inadvertent E&O			
Following Form Endorsement			
Punitive Damages Coverage			
Fellow Employee Coverage			
Drop Down Coverage			
Cross Suit Coverage			
Pay On Behalf Of			
Defense Cost Outside Limits			
First Defense Cost Coverage			
Professional Liability of employees in student infirmaries			
Security forces liability			

**SCOPE OF COVERAGE
EXCESS LIABILITY**
(Continued)

Excess Limits go over all of the following liability exposures: <ul style="list-style-type: none"> • General Liability • Police Professional Liability • Allied Health Professional Liability • Asbestos-Environmental Response Liability • Educators Legal Professional Liability • Automobile Liability • Workers' Compensation-Employer's Liability 			
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**SPECIAL
NOTE:**

- There have been no incidents under the primary liability policies that would have triggered coverage under the Umbrella/Excess liability policy.
- *** A Contract between HCCS and one of the tenants located at the 3100/3200 Main requires that the total combined Limit of Liability be \$7mm on these two locations only. THEREFORE, consider quoting one of two ways:**
 1. **Excess Liability for \$6mm, which includes the top \$2mm for the Main location only.**
 2. **Excess Liability for \$4mm and one providing limits of \$2mm excess for \$4mm.**

**SCOPE OF COVERAGE
EXCESS LIABILITY
3100 & 3200 Main**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 2,000,000	Per Occurrence Limit *			
\$ 2,000,000	Aggregate Limit *			
\$ 0	Retained Limit			

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Defense Costs Outside of Limit			
Punitive Damages Included			
Broad Named Insured			
Knowledge of Occurrence			
Inadvertent E&O			
Following Form Endorsement			
Punitive Damages Coverage			
Fellow Employee Coverage			
Drop Down Coverage			
Cross Suit Coverage			
Pay On Behalf Of			
Defense Cost Outside Limits			
First Defense Cost Coverage			

**SPECIAL
NOTE:**

- A contract between HCCS and one of the tenants located at 3100/3200 Main requires that the total combined limit of liability be \$7,000,000 on these two locations only.
- HCCS may purchase a higher limit on the Umbrella/Excess Liability and then this coverage would not be necessary.
- See Schedule of Property Insurance for information necessary to quote this coverage – EXHIBIT "A".

EXPOSURES:

- Loss Information – EXHIBIT "J".

**SCOPE OF COVERAGE
POLICE PROFESSIONAL LIABILITY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 1,000,000	Per Occurrence			
\$ 3,000,000	General Aggregate			

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Worldwide Territory			
Punitive Damages Included			
Defense Costs Outside Limit of Liability			
Occurrence Form			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 0			

PREMIUM BASIS:

# of Full Time Police Officers	60			
# of Full Time Security Guards	37			
# of Full Time Dispatchers	5			
# of Part Time Police Officers	13			
# of Part Time Security Guards	11			
# of Part Time Dispatchers	1			

**SPECIAL
NOTES:**

- If the carrier permits, this coverage may be added to the General Liability Policy, with a separate limit of liability.
- The Police Officers and Security Guards jurisdiction is on College Campuses.
- Police Officers are not required to be Certified in Texas. To be a Commissioned Police Officer you must have at least 640 hours and to have at least 40 hours of Continuing Education provided by TCLOSE every two years. Commissioned Police Officers carry a gun and have arrest power. The Security Guards do not carry a gun and have no arrest power.
- The Policy Manual was updated in 2010. A copy will be provided upon request. The manual includes written policies for non-deadly force, deadly force, vehicle in "HOT" pursuit and Moonlighting.
- Moonlighting: Must be approved by Chief for all Full Time employees. Working in Bars is not permitted.
- Stun Guns and Ride-along are NOT permitted.
- There is a Memorandum of Understanding with the City of Houston.

EXHIBIT:

- Loss Information EXHIBIT "G"

**SCOPE OF COVERAGE
HEALTH PROFESSIONAL LIABILITY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 1,000,000	Per Occurrence			
\$ 3,000,000	Annual Aggregate			

* Coverage may be included with General Liability

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Wrongful Acts *			

* Wrongful Acts - negligently performing or failing to perform Professional Service or any negligent act, error or omissions by a student while performing services for which he/she is being trained in any practicum, field work, experience, clinical training or internship in fulfillment of requirement of a Professional Program; which performance or failure to perform, or negligent act, error or omission, results in injury neither expected nor intended.

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 0			

**SPECIAL
NOTES:**

- Currently there are over 300 Certificates of Insurance that must be issued annually.

EXHIBITS:

- List of Curriculum – EXHIBIT “I”
- Loss Information - EXHIBIT “G”

**SCOPE OF COVERAGE
ASBESTOS/ENVIRONMENTAL LIABILITY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
\$ 5,000,000	First Party Cleanup Discovery *			
\$ 5,000,000	Third Party Liability*			

* Current policy covers exposures located at 3100 Main only.

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 25,000				

* Quote optional deductibles of \$10,000 and \$50,000.

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Bodily Injury & Property Damage			
Contract Damages - Excluded			
Environmental Cleanup Costs			
Governmental Authority Definition Includes Voluntary Clean Up Programs			
Contamination Originating off-site (Pass Through) is included			
Natural Resource Damage is defined and covered			
Asbestos Release Incident Bodily Injury			
Legal Defense Expense			
Mediation Deductible Credit up to \$25,000 available			
Business Interruption / Extra Expense - Excluded			
Primary Insurance Wording			
Worldwide Territory			
60-Day Extended Reporting Period			
Retro Date: September 1, 2001			

ENCLOSURES: • Loss Information: EXHIBIT “K”

**SCOPE OF COVERAGE
WORKERS' COMPENSATION**

ATTACHMENTS: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences if Any
Statutory	Workers Compensation – Guaranteed Cost			
\$1,000,000	Employers Liability Per Accident			
\$1,000,000	Employers Liability Disease Policy			
\$1,000,000	Employers Liability Disease Each Employee			
\$ 0	Deductible (Guaranteed Cost)			

**TERMS &
CONDITIONS:**

		Yes	No	Difference if Any
Experience Modifier: .46 Effective 09-01-11				
Federal ID #: 74-1709152				
US Long shore & Harbor Workers – If Any Basis				
Other States Endorsement				
Texas Volunteer Workers Compensation Endorsement – All Elected Members of the Board				
Blanket Waiver of Subrogation				
All States Endorsement except Monopolistic States				
All Employees are covered. There are no Exclusions				
Volunteer Workers Endorsement is attached to include all volunteers and "All Elected Members of the Board"				

CLASSIFICATIONS:

8868	Professional Employees	\$ 134,862,247			
8810	Clerical	\$ 15,214,041			
9101	All Others	\$ 9,705,287			
	Total Payroll	\$ 159,781,575			

**SCOPE OF COVERAGE
WORKERS' COMPENSATION**
(Continued)

**UNDERWRITING
INFORMATION:**

Number of Employees at each College.

There are several buildings at each location, other than the SYSTEM (Administration Building).

SYSTEM	1,219			
Central College	1,298			
Northwest College	807			
Northeast College	818			
Southwest College	1,256			
Southeast College	621			
Coleman College	250			

**SPECIAL
NOTES:**

- All States Endorsement except Monopolistic States
- USL&H "If Any" Basis - No exposure at the present time.
- All Employees are covered. There are no Exclusions.
- Volunteer Workers Endorsement is attached to include all volunteers and "All Elected Members of the Board"

ENCLOSURES:

- Refer to the Catalog for a complete list of current locations
- Copy of Current Experience Modifier EXHIBIT "S"
Including List of Locations
- Loss Information: EXHIBIT "T" Texas Mutual

**SCOPE OF COVERAGE
AUTOMOBILE LIABILITY**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
\$ 1,000,000	Bodily Injury/Property Damage CSL			
\$ 1,000,000	Uninsured/Underinsured Motorist			
\$ 1,000,000	Garage Liability			
\$ 1,000,000	Hired/Non-Owned Liability			
\$ 1,000,000	Physical Damage			
\$ 30,000	Hired Auto Physical Damage			

COVERAGE:

LIABILITY:

		Yes	No	Differences – If Any
Symbol 1	Any Auto			
Symbol 8	Hired Autos			
Symbol 9	Non-owned Autos			

PHYSICAL DAMAGE:

		Yes	No	Differences – If Any
Symbol 7	Scheduled Autos			
Symbol 8	Hired Autos			

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 500	Physical Damage Collision			
\$ 500	Physical Damage Other Than Collision			
\$ 500	Garagekeepers Collision			
\$ 500	Garagekeepers Other Than Collision			

* Quote optional deductibles of \$1,000 and \$2,500.

PREMIUM BASIS: Please refer to the Automobile Schedule

**SCOPE OF COVERAGE
ACCIDENT POLICY
HCCS Board Members**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences If Any
\$ 500,000	Principal Sum			
\$ 2,500,000	Aggregate Limit Per Accident			

PREMIUM BASIS:

Active Board Members	9			
Chancellor	1			
Deputy to Chancellor	1			
Vice Chancellor	4			
Presidents	6			

**TERM AND
CONDITIONS:**

	Yes	No	Differences If Any
24 Hour Accident Protection While on Trip (Business only) for or at the direction of Houston Community College System			
Accidental Dismemberment & Paralysis Benefits Included			
Travel Assistance Program			

**SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
HEALTH/SCIENCE PROGRAMS**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 10,000	Accidental Death			
\$ 10,000	Accidental Dismemberment			
\$ 10,000	Accidental Medical Expense – Excess			
\$ 500	Dental Maximum (\$250 Per Tooth)			
\$ 50,000	Aggregate Limit Per Accident			

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Coverage for all Health/Science Students			
1,391 Students			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

EXHIBIT: • List of Curriculum EXHIBIT “I”

**SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
TRUCK DRIVERS PROGRAMS**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 10,000	Accidental Death			
\$ 10,000	Accidental Dismemberment			
\$ 10,000	Accidental Medical Expense – Excess			
\$ 2,000	Dental Maximum (\$250 Per Tooth)			
\$ 50,000	Aggregate Limit Per Accident			

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Coverage for all registered truck driving students and student teachers			
1,500 Students			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

**SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
UPWARD BOUND PROGRAMS**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 10,000	Accidental Death			
\$ 10,000	Accidental Dismemberment			
\$ 10,000	Accidental Medical Expense – Excess			
\$ 500	Dental Maximum (\$250 Per Tooth)			
\$ 50,000	Aggregate Limit Per Accident			

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Coverage for all participating students			
160 Students			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

**SCOPE OF COVERAGE
ATHLETIC INJURY INSURANCE
CLUB SPORTS**

ATTACHMENT: September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 30,000	Accidental Medical Expense Max			
\$ 10,000	Accidental Death and Dismemberment			
\$ 1,000,000	Air Travel Only Aggregate			
100% Usual & Customary	Air or Ground Ambulance			
100% Usual & Customary	Orthopedic Appliance (Maximum)			
100% Usual & Customary	Physical Therapy (Maximum)			

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Full Excess			
Dental Benefit Included in Medical Maximum			
Heart / Circulatory Malfunction Benefit			
Expanded Medical Benefit			
Coordination with HMO / PPO			
Re-injury			
Benefit Period – 104 Weeks			
Incurring Period for First Expense – 90 Days			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 750			

**SCOPE OF COVERAGE
ATHLETIC INJURY INSURANCE
CLUB SPORTS
(Continued)**

PREMIUM BASIS:

Covered Sport Activities	2011-2012	
1300 Holman Street, LHSB 112		
	Men	Women
Basketball	18	6
Volleyball	0	8
1010 W. Sam Houston Pkwy. N., Houston		
	Men	Women
Basketball	14	10
Flag Football (Spring)	31	3
Tennis	28	10
Volleyball	0	7
Team Handball	13	8
Cycling	1	0
Softball	6	4
5601 W. Loop South; Houston, TX		
	Men	Women
Basketball	15	0
Flag Football	10	0
Soccer	9	0

**SCOPE OF COVERAGE
CATASTROPHIC ATHLETIC INJURY INSURANCE
CLUB SPORTS**

ATTACHMENT: September 1, 2011(12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 5,000,000	Medical, Dental & Rehabilitation Benefit Maximum			
\$ 10,000	Accidental Death and Dismemberment			

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Individual Car Coverage for trips directly to participation in a covered activity is covered			

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 30,000	Medical, Dental & Rehabilitation			

**SCOPE OF COVERAGE
STORAGE TANK LIABILITY**

ATTACHMENT: September 1, 2011(12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 1,000,000	Per Storage Tank Incident (UST)			
\$ 1,000,000	Aggregate All Storage Tank Incidents (USTs)			
\$ 1,000,000	Per Storage Tank Incident (AST)			
\$ 1,000,000	Aggregate All Storage Tank Incidents (ASTs)			
\$ 2,000,000	Aggregate All Storage Tank Incidents (USTs/ASTs)			
\$ 1,000,000	Aggregate All Legal Defense Expenses			

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 5,000	Per Storage Tank Incident			

EXHIBIT:

- Loss Information and Schedule of Covered Storage Tanks EXHIBIT “W”

**SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
LIABILITY PACKAGE**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
GENERAL LIABILITY				
\$ 1,000,000	Bodily Injury / Property Damage Per Occurrence Limit			
\$ 2,000,000	Products / Completed Operations Aggregate			
\$ 1,000,000	Premises Damage Limit			
\$ 1,000,000	Personal & Advertising Injury Aggregate			
\$ 10,000	Medical Expense Limit			
\$ 1,000,000	Employee Benefits Liability Each Claim			
\$ 1,000,000	Employee Benefits Aggregate			
CONTINGENT AUTO LIABILITY				
\$ 1,000,000	Combined Single Limit BI/PD Any One Accident			
\$ 25,000	Hired Auto Physical Damage Any One Accident			
\$ 25,000	Hired Auto Physical Damage Any One Policy Period			
\$ 10,000	Medical Payments Each Person			
\$ 20,000	Medical Payments Each Accident			
CONTINGENT EMPLOYERS LIABILITY				
\$ 1,000,000	Each Accident Bodily Injury by Accident			
\$ 1,000,000	Each Employee Bodily Injury by Disease			
\$ 1,000,000	Policy Limit Bodily Injury by Disease			
EXECUTIVE ASSISTANCE SERVICES				
\$ 1,000,000	Policy Limit for Medical Assistance Services			

**SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
LIABILITY PACKAGE**
(Continued)

PREMIUM BASIS:

Payroll (Qatar)	\$4,100,000			
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**TERM AND
CONDITIONS:**

	Yes	No	Differences If Any
Insured's Operations: Teachers working for Qatar Community College with various additional trips by Houston Community College directors			
Countries of Operation: Qatar, Vietnam, Italy, France, Germany, Australia, Bolivia, Austria			
Coverage Territory: Anywhere in the world excluding the United States of America (including territories & possessions), Puerto Rico, any country or jurisdiction which is subjected to trade and economic sanctions imposed by the United States of America			
Applicable to GL:			
Notice of Occurrence			
Blanket Additional Insured Where Required by Contract			
Applicable to Auto:			
Hired Auto Physical Damage Coverage			
Deletion of Fellow Employee Exclusion			
Applicable to Employers Responsibility:			
War Coverage			
Voluntary Compensation			

**SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
ACCIDENTAL DEATH & DISMEMBERMENT**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 2,500,000	Aggregate Limit / Benefit Maximum Per Covered Accident			
\$ 250,000	Class 1 Accidental Death and Dismemberment Principal Sum			
\$ 250,000	Class 2 Accidental Death and Dismemberment Principal Sum			
365 days	Time Period for Loss Accidental Death and Dismemberment			
1% of Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of Principal Sum	Coma Benefit			
\$ 10,000	Emergency Medical Benefits Maximum			
100% of Covered Expenses	Emergency Medical Evacuation Benefit Maximum			
\$ 15,000	Rehabilitation Benefit Amount			
100% of Covered Expenses	Repatriation of Remains Benefit Maximum			
10% of Covered Person's Principal Sum up to \$25,000	Seatbelt Benefit Amount			
5% of Covered Person's Principal Sum up to \$10,000	Airbag Benefit Amount			
\$ 1,000	Seatbelt and Airbag Default Benefit Amount			

**SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
ACCIDENTAL DEATH & DISMEMBERMENT**
(Continued)

\$ 15,000	Special Adaptation Benefit Maximum			
\$ 150	Special Counseling Benefit Amount per session, Maximum of 10 sessions			
\$ 1,500	Benefit Maximum amount per covered accident			

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Foreign Business Travel: If a covered person is injured while traveling or making a short stay away from his or her home country or country of permanent assignment on an authorized business trip.			
Coverage begins at start of trip, regardless of location and ends when covered person returns home, to place of work or when he or she makes a personal deviation			

**SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
EXECUTIVE PROTECTION**

ATTACHMENT:

September 1, 2011 (12:01am) to September 1, 2012 (12:01am)

LIMITS:

		Yes	No	Differences, if Any
\$ 1,000,000	Special Coverage Limit			
\$ 1,000,000	Custody Coverage Limit			
\$ 1,000,000	Expense Coverage Limit			
\$ 1,000,000	Expense Sublimit for Recall Expenses			
\$ 50,000	Expense Sublimit for Rest and Rehabilitation Expenses			
\$ 250,000	Accidental Loss Coverage Loss of Life Benefit Amount			
\$ 1,000,000	Accidental Loss Coverage Event Benefit Amount			
25%	Accidental Loss, Mutilation Percentage of Loss of Life Benefit Amount			
50%	Accidental Loss Percentage of Loss of Life Benefit Amount, other than Mutilation or Loss of Life			
\$ 1,000,000	Legal Liability Costs			
\$ 1,000,000	Business Interruption			
\$ 250,000	Threat Response			

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Retention: None			
Business Income Coverage			
Consultant Fees Endorsement			
K&R Notice			
Amend Definition of Wrongful Detention Notice			
Amend Definition of Expenses Endorsement			
Amend Insured Person Endorsement			
Amend Definition of Hijacking Endorsement			

ATTACHMENT NO. 3
GENERAL TERMS AND CONDITIONS

1. Contract Award

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

2. Contract Term

The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with five (5) one-year renewal options, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract. All contract extensions may be subject to approval by the Board of Trustees.

3. Interpretation, Jurisdiction and Venue

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

4. Compliance with Laws

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

5. Taxes

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

6. Termination for Convenience

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving thirty (30) calendar days written notice thereof to the selected contractor.

7. Termination for Default

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

8. Third Party Rights

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

9. Ethics Conduct

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

10. Conflict of Interest

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

11. Small Business Development Program (SBDP)

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 3 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

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

12. Small Business Compliance

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

13. Prime Contractor/Contract for Services

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

14. Changes

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

15. Insurance Requirements

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

16. Indemnification

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

17. Independent Contractor

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

18. Assignment

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

19. Notices

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

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

Contractor:

ATTN:_____

20. Invoicing and Payment

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

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 11-31 and the applicable purchase order number.

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

21. Appropriated Funds

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

22. Entire Agreement

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

ATTACHMENT NO. 4

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____

Fax Number _____

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

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

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

Signature of Proposer

Title

Date

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

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

_____,
 (Name of proposer's company) certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project #11-31

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

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

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

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

Signature: _____

**ATTACHMENT NO. 6
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 11-31**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

Contractor 's Price/Total: \$ _____

Small Business

Subcontractor (s) Price/Total: \$ _____

Non-Small Business

Subcontractors Price/Total: \$ _____

Grand Total: \$ _____

ATTACHMENT NO. 8

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 9

CERTIFICATION AND DISCLOSURE STATEMENT

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of _____

Sworn to and subscribed before me at: _____ (city) _____ (state)

this the _____ day of _____, 2011.

(signature)
Notary Public for the State of: _____

ATTACHMENT NO. 10

AFFIDAVIT FORM

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2011.

(signature)

Notary Public for the State of: _____

ATTACHMENT NO. 11
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

State in which your home office / headquarters is located? _____

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

If yes, list percentage. _____%

Name of Financial Institution _____

Contact Person: _____

Telephone Number: _____

Title: _____

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

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

TYPE OF ORGANIZATION

_____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation, Incorporated in _____

Federal Employer Identification Number _____
(Note: please refer to Attachment No. 14, Vendor Application Instructions)

How long in business under present name _____

Number of persons now employed _____

BUSINESS CLASSIFICATION

_____ **DBE** Disadvantaged Business Enterprise _____ **SB** Small Business
_____ **WBE** Women Owned Business Enterprise _____ **MBE** Minority Business Enterprise
_____ **HUB** Historically Underutilized Business _____ Other: _____

** HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities.*

REFERENCES

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

	Name of Firm	Address	Point of Contact	Telephone #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

State of _____

Sworn to and subscribed before me at: _____ _____
(city) (state)

this the _____ day of _____, 2011.

(signature)

Notary Public for the State of: _____

ATTACHMENT NO. 12

ASSURANCE OF SBDP GOAL

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

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

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

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

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 13

VENDOR APPLICATION INSTRUCTIONS

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

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

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

ATTACHMENT NO. 14 INSURANCE REQUIREMENTS

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Property and Casualty Insurance Program Services

Project Number: 11-31

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

A. Occurrence/Personal Injury/Advertising		
B. Products / Completed Operations	\$1,000,000.00	CSL
C. Annual Aggregate	\$2,000,000.00	CSL
D. Products Aggregate	\$2,000,000.00	CSL
E. Fire, Lightning or Explosion	\$1,000,000.00	CSL
F. Medical Expense	\$5,000.00	Per person

2. Automobile Liability:

Bodily Injury/Property Damage	\$1,000,000.00	CSL
-------------------------------	----------------	-----

3. Workers' Compensation

Part A - Statutory		
Part B -	\$1,000,000.00	Each Accident
	\$1,000,000.00	Policy Limits
	\$1,000,000.00	Each Employee

4. Endorsements

The following endorsements and other stated information is required on the original certificate of insurance:

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

5. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:

ATTN: Pam Ferreira, Senior Buyer
Procurement Operations
Houston Community College
PO Box 667517 (MC 1118)
Houston, TX 77266-7517

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 15

(IF NOT APPLICABLE PLEASE INDICATE SO, SIGN AND DATE)

NAME OF VENDOR: _____

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1	Name of person who has a business relationship with local governmental entity. _____	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business relationship with the local government officer named in this section. _____	
4	Signature of person doing business with the governmental entity _____	Date _____

Adopted 06/29/2007

**ATTACHMENT 16
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

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

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

**Houston Community College
Attn: Procurement
3100 Main Street (11th Floor)
Houston, TX 77002**

With a copy to:

**Houston Community College
Attn: Office of System-wide Compliance, Compliance Officers
3100 Main. Street (12th Floor)
Houston, TX 77002**

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: _____

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

b. For each individual named above, show the type of ownership/distributable income share:
sole proprietorship ___ stock ___ partnership ___
other (explain) _____

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

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

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

the percent of ownership _____%, or
the value of the 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 eighteen (18) months, 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 eighteen (18) months.

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 or more within the preceding 12 months.

Yes ___ No ___

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 a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) _____ Title _____

Signature _____ Date _____

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

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

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-8233 or 8295.

ATTACHMENT 17

NOTICE OF NO PROPOSAL

Dear Vendor:

Please complete this form and return it **prior** to Opening Date (check box and complete):

1. Our company cannot provide the products, supplies and/or services listed in this bid. **MOVE** our company name and address to the following category(ies) so that we may be included in the proper Houston Community College System list(s):

2. We have decided NOT to submit a pricing at this time for the following reason(s) (please be specific). **KEEP** our name on this list.

3. **REMOVE** our name from all Houston Community College System vendor lists for the reason(s) listed:

COMPANY NAME: _____

REPRESENTATIVE: (Please Print) _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

REQUEST FOR BID/RFP **PROPERTY and CASUALTY INSURANCE**

MAIL TO: Purchasing Department
"Notice of No Proposal"
HOUSTON COMMUNITY COLLEGE SYSTEM
Attn: Pamela Ferreira
3100 Main Street, 11th Floor
Houston, Texas 77002

SIGNATURE: _____

TITLE: _____ DATE: _____

Thank you for your assistance.

ATTACHMENT 18

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

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

PROJECT NO./TITLE: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

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

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

for work performed during _____ under Contract/Project No. _____
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**ATTACHMENT 19
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

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

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

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

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

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____

**ATTACHMENT 20
PRICING/PREMIUM SUMMARY**

Coverage Item	Premium
Commercial Property	\$
Boiler & Machinery	\$
Commercial Crime	\$
General Liability	\$
Educators Legal Liability	\$
Excess Liability	\$
Excess Liability (3100 & 3200 Main)	\$
Police Professional Liability	\$
Health Professional Liability	\$
Asbestos/Environmental Liability	\$
Workers' Compensation and Employer's Liability	\$
Business Automobile	\$
Accident Policy – Board Members	\$
Accident Policy – Health/Science Programs	\$
Accident Policy – Truck Drivers Programs	\$
Accident Policy – Upward Bound Programs	\$
Athletic Injury	\$
Catastrophic Athletic Injury	\$
Storage Tank Liability	\$
International Package	\$
International – Accidental Death & Dismemberment	\$
International – Executive Protection	\$
Agent Fee Agreement	\$
Estimated Annual Total:	\$