



## **Procurement Operations**

**Request for Proposals (RFP)**

**For**

**Property and Casualty Insurance Program Services**

**Project No. 13-35**

# REQUEST FOR PROPOSALS

## TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	1 – 2
Summary of RFP	3 – 5
Instructions to Proposers	6 - 12

**Forms to be completed and submitted with the Proposal, as appropriate.**

Attachment No. 1 Scope of Coverage	13 - 53
Attachment No. 2 Proposal/Contract Award Form	54 - 55
Attachment No. 3 Proposer Questionnaire	56 - 58
Appendix A to Attachment No. 3 Pricing/Premium Summary	59
Attachment No. 4 Determination of Good Faith Effort	60 – 61
Attachment No. 5 Small Business Unavailability Certificate	62
Attachment No. 6 Contractor and Subcontractor Participation Form	63
Attachment No. 7 Small Business Development Questionnaire	64
Attachment No. 8 Proposer’s Certifications	65 – 68
Attachment No. 9 Conflict of Interest Questionnaire	69
Attachment No. 10 Financial Interests and Potential Conflicts of Interest	70 – 73
Attachment No. 11 Notice of No Proposal	74

**EXHIBITS:**

Exhibit A: List of Property Values, Locations and Square Footage	
Exhibit B: Information on Alarm, Security System and Dunbar Armored	
Exhibit C: Loss Information for Property, Flood, Inland Marine, Boiler & Machinery and Terrorism	
Exhibit D: List of Campuses where Registration is Held.	
Exhibit E: Loss Information for Employee Dishonesty/Loss of Money	
Exhibit F: Information on Day Care Centers	
Exhibit G: Loss Information for General Liability, Police Professional Liability, Allied Health Professional Liability and Umbrella/Excess Liability	
Exhibit H: Information Regarding the Television Station	
Exhibit I: Information Regarding Curriculum for Allied Health Programs	
Exhibit J: Loss Information for Excess Liability	
Exhibit K: Loss Information for Asbestos/Environmental Liability	
Exhibit L: Board of Trustee, HCCS	
Exhibit M: Strategic Plan 2008-2013	
Exhibit N: Audited Financial Statement 2010, HCCS	
Exhibit O: Board of Directors, Foundation	
Exhibit P: Budget, Foundation	
Exhibit Q: Audited Financial Statement 2010, Foundation	
Exhibit R: Loss Information for Educator’s Legal Professional Liability	
Exhibit S: Workers’ Compensation Experience Modifier and a List of Locations from Current Policy.	
Exhibit T: Loss Information for Workers Compensation – Texas Mutual	
Exhibit U: Automobile Fleet Schedule	
Exhibit V: Loss Information for Automobile	
Exhibit W: Loss Information for Storage Tank Liability	
Exhibit X: Resource Development Federal Funding	
Exhibit Y: Loss Information for Accident Programs	

**ENCLOSURES:**

A: Fact Book 2009-2010	
B. 2010 Annual Report – Behind Every HCC Student	
C. 2009-2013 Catalog	
D. Emergency Procedures	
E. Account Loss History Analysis	

**HOUSTON COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS - SUMMARY**

**Date:** May 13, 2013  
**Project Title:** PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES  
**Project No.:** 13-35

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

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

**SUBMIT INQUIRES TO:**

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

**1. 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 1<sup>st</sup> through August 31<sup>st</sup>.

**2. Award / Contract Approval:**

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

**3. Pre-Proposal Meeting:**       Mandatory     Not mandatory     Not Applicable

A pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room # 11A07) Houston, Texas 77002 on Tuesday, May 28, 2013 at 10:00 a.m. (local time).

**4. Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide the required Services until 3:00 PM (local time) on Wednesday, June 26, 2013. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room 11A06), Houston, Texas 77002.

**5. 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, 2013 through August 31, 2014, with five (5) one year renewal options, unless otherwise extended or terminated by Houston Community College accordance with the terms and conditions.

HCC reserves the right to issue more than one award as deemed in our own best interest.

**6. HCC Contact:**

Any questions or concerns regarding this Request for Proposal shall be directed to the Director of Procurement Operations, Mr. Christopher Burton (email: [Christopher.burton@hccs.edu](mailto:Christopher.burton@hccs.edu)).

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. Mr. Burton must receive all questions or concerns no later than 1:00 p.m. on Wednesday, May 29, 2013. It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions

## **7. Inquiries and Interpretations:**

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

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 3 of this RFP (Proposal/Contract Award Form).

## **8. Commitment:**

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

## **9. Acquisition from Other Sources:**

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

## **10. Vendor Registration:**

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

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

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

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

## **11. Obligation and Waivers:**

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

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

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

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

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

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

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

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

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

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

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## **INSTRUCTIONS TO PROPOSERS**

### **1. General Instructions:**

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs. Please keep your responses limited to no more than thirty (30) pages in length.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 3). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### **2. Preparation and Submittal Instructions:**

Respondents must complete, sign, and return the following documents, as required:

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

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

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in Section 4, below.

c. Page Size, Binders, Dividers and Electronic Copy

Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic Copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

d. Table of Contents

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

e. Pagination

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

f. Number of Copies

Submit one (1) original and five (5) copies of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

All information related to cost noted in Appendix A to Attachment No. 3 Pricing/Premium Summary, must be in a separate envelope and must also be in a separate electronic file/folder from the proposal. Please list said item clearly and completely as "Pricing/Premium Summary".

g. Submission

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

Houston Community College  
Procurement Operations Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. RFP 13-35  
Attn: Pam Ferreira, CPPB

g.1 The envelope containing a proposal shall be addressed as follows:  
Name, Address and Telephone Number of Proposer;  
Project Description/Title;  
Project Number; and  
Proposal Due Date/Time.

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

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

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



### **3. Eligibility for Award:**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - Have a satisfactory record of past performance;
  - Have necessary personnel and management capability to perform any resulting contract;
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency;
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 12, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

### **4. Preparation of Proposal:**

#### **a. Technical Proposal:**

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

#### **b. Price Proposal:**

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

**5. Evaluation Criteria:**

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

<u>Evaluation Criteria</u>	<u>Available Points</u>
• Qualifications and Experience of Firm	25
• Demonstrated Qualifications of Personnel	25
• Past Performance and References	20
• Small Business Commitment:	acceptable/unacceptable
• Price Proposal	30
<hr/>	
Total Points: 100	

**6. Contract Award:**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in the above Section 3 (Eligibility For Award) of this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

**7. Postponement of Proposals Due Date/Time:**

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

**8. Oral Presentations:**

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

**9. Small Business Development Program (SBDP):**

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation or veteran status in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established "**Best Effort**" of the total amount of the proposal as its goal for Small Business participation.

- d. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
- To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - Document reasons for rejecting a firm that bids on subcontracting opportunities.

**10. Prime Contractor/Contracts for Services:**

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

**11. Internship Program:**

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

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

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 communication prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

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

The communications prohibition shall not apply to the following:

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

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

**13. Drug Policy:**

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

**14. Taxes:**

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

**15. Texas Public Information Act:**

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

**16. Appropriated Funds:**

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

**17. Conflict of Interest:**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 9, Conflict of Interest Questionnaire Form, and Attachment No. 10, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract. **Note: Attachment No. 9 and Attachment No. 10 shall be completed, signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize Attachment No. 10 shall render your proposal non-responsive.**

**18. Ethics Conduct:**

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

**19. No Third Party Rights:**

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

**20. Withdrawal or Modification:**

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

**21. Validity Period:**

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

**22. Terms and Conditions:**

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

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

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

**23. Delegation:**

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2267 of the Texas Government Code for the purchase of construction services. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking.

**ATTACHMENT NO. 1**  
**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, 2013(12:01am) to September 1, 2014 (12:01am)

**ADDITIONAL INFORMATION FOR ALL LINES OF COVERAGE CONTACT:** Pam Ferreira, Senior Buyer  
Houston Community College  
Ref: Project No. 13-35  
Email: 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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

		<b>Yes</b>	<b>No</b>	<b>Differences – If Any</b>
<b>\$1,064,389,837</b>	Blanket Building, Personal Property **			
<b>\$ 73,750,144</b>	Blanket Electronic Data Equipment, Computer Hardware, Software & Media			
<b>\$ 35,000,000</b>	Business Income			
<b>\$1,173,139,981</b>	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:**

		<b>Yes</b>	<b>No</b>	<b>Differences – If Any</b>
<b>\$ 100,000</b>	Building, Personal Property, New Acquired, Spoilage Underground Water Seepage, Utility Services - Direct Damage, Outdoor Equipment & Plants & Valuable Papers **			
<b>\$ 500,000 2% TIV in 100 Yr. Flood Zone</b>	Flood			
<b>\$ 100,000</b>	Earthquake			
<b>\$ 100,000 2% TIV for Named Storms</b>	Wind - Per Occurrence			
<b>\$ 1,000</b>	Computer Equipment and Media			
<b>\$ 10,000</b>	Miscellaneous Equipment			
<b>\$ 10,000</b>	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	<b>\$ 25,000,000</b>			
Earthquake, per occurrence and in the annual aggregate	<b>\$ 100,000,000</b>			
Accounts Receivable	<b>\$ 500,000</b>			
Arson, Theft & Vandalism Rewards	<b>\$ 25,000</b>			
Backup of Sewers, Drains, & Sumps	<b>Included</b>			
Buildings in the Course of Construction	<b>\$ 10,000,000</b>			
Building Ordinance or Law-Demolition, Cost & Construction Blanket	<b>\$ 2,500,000</b>			
Computer Virus Extraction	<b>\$ 25,000</b>			
Consequential Damage	<b>\$ 25,000</b>			
Damage by Water Other Liquid, Powder, or Molten Material	<b>Included in applicable Building Limit</b>			
Debris Removal	<b>Greater of 25% of the Covered Loss or \$500,000</b>			
Employee Dishonesty	<b>\$ 25,000</b>			



**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 *	\$ 5,000,000			
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)	<b>Included</b>			
Property of Others	<b>\$ 150,000</b>			
Property While on Exhibit	<b>\$ 250,000</b>			
Radio & Satellite Equipment	<b>Included</b>			
Spoilage	<b>\$ 50,000</b>			
Tenant Glass	<b>\$ 10,000</b>			
Theft Damage to Building	<b>Included</b>			
Transit Coverage	<b>\$ 1,000,000</b>			
TRIA (Certified & Non)	<b>Included</b>			
Underground Water Seepage	<b>\$ 25,000</b>			
Unscheduled Contractors Equipment	<b>\$ 500,000</b>			
Unscheduled Musical /Band Instruments	<b>\$ 500,000</b>			
Utility Services - Direct Damage	<b>\$ 50,000</b>			
Valuable Papers & Records	<b>\$ 5,000,000</b>			
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:**

	<b>Yes</b>	<b>No</b>	<b>Differences If Any</b>
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, 2013 renewal.)
- Information on Alarm Systems. EXHIBIT "B"
- Loss Information. EXHIBIT "C"

**SCOPE OF COVERAGE  
BOILER & MACHINERY**

**ATTACHMENT:** September 1, 2013 (12:01am) to September 1, 2014 (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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

		Yes	No	Differences – If Any
\$ 200,000	Public Employee Dishonesty			
<b>Included</b>	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     **2,139**
  - Part Time Employees     **1,443**
  - Part Time Faculty       **1,715**
- 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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

\*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):**

	<b>Yes</b>	<b>No</b>	<b>Differences If Any</b>
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	<b>37</b>	<b>Children</b>			
Grandstands or Bleachers – 44194 <i>Note: One bleacher is located at Central campus inside the Gym area.</i>	<b>1</b>	<b>Each</b>			
Schools – Colleges, Universities, Junior Colleges, College Prep – 67509 <i>Note: Includes Products &amp; Completed Operations</i>	<b>2,280,740</b>	<b>Square Ft</b>			
Lessors Risk Only – 61212 <i>Note: Owned premises leased as Campus Bookstore's and copy centers, retail office space.</i>	<b>276,985</b>	<b>Square Ft</b>			
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>	<b>540,000</b>	<b>Sales</b>			
Vacant Land – 49452	<b>207</b>	<b>Acres</b>			
Fitness Center - 44311	<b>32,283</b>	<b>Receipts</b>			
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>	<b>If Any</b>				
Truck Driving Classes	<b>1,500</b>	<b>Students</b>			

**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 2013-2014 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. This year there were 20 students and 3 faculty members who will travel to countries such as Turkey and Brazil. 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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

\* 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			
<b>\$ 200,000</b>	Each Other Claim			
<b>\$ 200,000</b>	Select Counsel			
<b>\$ 300,000</b>	Approved Counsel			

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

**PREMIUM BASIS:**

Full Time Students	<b>18,397</b>			
Part Time Non-Credit	<b>52,127</b>			
Students Fall Enrollment	<b>70,524</b>			
FTE Faculty	<b>1,361</b>			
Full Time Faculty	<b>789</b>			
Part Time Faculty	<b>1,715</b>			
Administrative, Professional & Managerial Staff	<b>851</b>			
All Other Employees	<b>1,590</b>			

**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 <b>Extended Discovery Period</b> option offered.			
Please provide an explanation of the <b>Prior Acts</b> 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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

\* 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)*

<p>Excess Limits go over all of the following liability exposures:</p> <ul style="list-style-type: none"> <li>● General Liability</li> <li>● Police Professional Liability</li> <li>● Allied Health Professional Liability</li> <li>● Asbestos-Environmental Response Liability</li> <li>● Educators Legal Professional Liability</li> <li>● Automobile Liability</li> <li>● Workers' Compensation-Employer's Liability</li> </ul>			
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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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

		Yes	No	Differences, if Any
\$ 1,000,000	<b>Per Occurrence</b>			
\$ 3,000,000	<b>General Aggregate</b>			

**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	<b>69</b>			
# of Full Time Security Guards	<b>28</b>			
# of Full Time Dispatchers	<b>6</b>			
# of Part Time Police Officers	<b>7</b>			
# of Part Time Security Guards	<b>8</b>			
# of Part Time Dispatchers	<b>0</b>			

**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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

		Yes	No	Differences, if Any
\$ 1,000,000	<b>Per Occurrence</b>			
\$ 3,000,000	<b>Annual Aggregate</b>			

\* 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, 2013 (12:01am) to September 1, 2014 (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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**TERMS &  
CONDITIONS:**

		Yes	No	Difference if Any
Experience Modifier: See EXHIBIT "S"				
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	\$ 145,982,074			
8810	Clerical	\$ 16,957,606			
9101	All Others	\$ 5,526,331			
	Total Payroll	\$ 168,466,011			

**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	<b>1,151</b>			
Central College	<b>1,328</b>			
Northwest College	<b>821</b>			
Northeast College	<b>829</b>			
Southwest College	<b>1,263</b>			
Southeast College	<b>631</b>			
Coleman College	<b>265</b>			

**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, 2013 (12:01am) to September 1, 2014 (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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**PREMIUM BASIS:**

Active Board Members	<b>9</b>			
Chancellor (Acting)	<b>1</b>			
Deputy to Chancellor	<b>1</b>			
Vice Chancellor	<b>3</b>			
Presidents	<b>6</b>			

**TERM AND  
CONDITIONS:**

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

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

**ATTACHMENT:** September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**TERMS AND CONDITIONS:**

	Yes	No	Differences If Any
Coverage for all Health/Science Students			
2,535 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, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**TERMS AND  
CONDITIONS:**

	Yes	No	Differences If Any
Coverage for all registered truck driving students and student teachers			
<b>784</b> Students			

**DEDUCTIBLES:**

	Yes	No	Differences – If Any
\$ <b>100</b>			

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

**ATTACHMENT:**

September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**TERMS AND  
CONDITIONS:**

	Yes	No	Differences If Any
Coverage for all participating students			
<b>193</b> Students			

**DEDUCTIBLES:**

	Yes	No	Differences – If Any
\$ <b>100</b>			

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

**ATTACHMENT:** September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**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:**

**Athletic Club Sport Covered Participants  
2013-2014**

District - 3100 Main	Men	Women
Cheerleading	1	5
Soccer	25	0
Tennis	7	5
Baseball	24	0
Cycling	2	1
Volleyball	0	10
Central - 1300 Holman	Men	Women
Basketball	14	13
Northwest - 1010 W Sam Houston Pwky N.	Men	Women
Basketball	15	12
Soccer	24	14
Southeast - 6815 Rustic	Men	Women
Soccer	25	0
Southwest - 9910 Cash Road	Men	Women
Basketball	11	0
Flag Football	22	0
Soccer	24	20

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

**ATTACHMENT:** September 1, 2013(12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

		Yes	No	Differences, if Any
\$ 5,000,000	<b>Medical, Dental &amp; Rehabilitation Benefit Maximum</b>			
\$ 10,000	<b>Accidental Death and Dismemberment</b>			

**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, 2013(12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**DEDUCTIBLES:**

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

**EXHIBIT:**

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

**SCOPE OF COVERAGE  
INTERNATIONAL INSURANCE  
LIABILITY PACKAGE**

**ATTACHMENT:**

September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**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
<b>Insured's Operations: Teachers working for Qatar Community College with various additional trips by Houston Community College directors</b>			
<b>Countries of Operation: Qatar, Vietnam, Italy, France, Germany, Australia, Bolivia, Austria</b>			
<b>Coverage Territory: Anywhere in the world excluding the United States of America (including territories &amp; possessions), Puerto Rico, any country or jurisdiction which is subjected to trade and economic sanctions imposed by the United States of America</b>			
<b>Applicable to GL:</b>			
<b>Notice of Occurrence</b>			
<b>Blanket Additional Insured Where Required by Contract</b>			
<b>Applicable to Auto:</b>			
<b>Hired Auto Physical Damage Coverage</b>			
<b>Deletion of Fellow Employee Exclusion</b>			
<b>Applicable to Employers Responsibility:</b>			
<b>War Coverage</b>			
<b>Voluntary Compensation</b>			

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

**ATTACHMENT:**

September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

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

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

**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			

**EXHIBIT:**

- Loss Information EXHIBIT “Y”

**SCOPE OF COVERAGE  
INTERNATIONAL INSURANCE  
EXECUTIVE PROTECTION**

**ATTACHMENT:**

September 1, 2013 (12:01am) to September 1, 2014 (12:01am)

**LIMITS:**

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

**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. 2**

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

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES  
PROJECT NO.: RFP 13-35**

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

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

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

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

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

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

In compliance with the requirements of this Request for Proposals for providing property and casualty insurance program services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our Technical Proposal and Price Proposal dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Solicitation and any and all amendments issued by HCC and made a part of this Request For Proposals. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

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

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

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

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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



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

Project No. RFP 13-35

Effective Date: \_\_\_\_\_



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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2013.

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

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



# ATTACHMENT NO. 3

## PROPOSER QUESTIONNAIRE

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES**  
**PROJECT NO.: RFP 13-35**

### **1.0 Company Profile:**

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- Provide firm's provider type (Broker, Independent Agent, Direct Writer, or other) and please explain.
- Provide the full address of the office location that would be responsible for servicing our account.
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Sales Volume: Provide net sales data for the past three (3) years
- Describe your company's specific knowledge, experience and expertise in providing property and casualty insurance program services and/or related services .
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

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

### **2.0 Customer References:**

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

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

### 3.0 Technical Proposal:

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

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

3.2 Qualifications and Experience of firm:

- i. Provide a description of the firm including firm's history, size, staff composition;
- ii. Provide the address of the corporate headquarters, list of all offices in Texas, and number of employees within Texas; and
- iii. Provide a list of all active clients you currently serve, including the name of the client, location, size of the account, and a narrative description of the project and any problems that may have been encountered during the course of the project.
- iv. Provide a list of all political subdivisions (i.e. cities, counties, school districts, etc.) that you currently service in the State of Texas.
- v. Provide a list of all higher education clients that you currently service.
- vi. Provide information on whether or not you have dedicated resources for higher education business.
- vii. Provide current Errors and Omissions Certificate of Insurance.
- viii. Provide a list of preferred markets including volume of business and years of experience with these markets. Include type of coverage, Order of Preference, Insurance Company, A.M. Best Rating, Name of MGA (if used), Local Agency Premiums, and Higher Education Premium Only. Please be aware that HCC reserves the right to combine companies in order to obtain the limits of insurance needed.
- ix. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- x. Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to the HCC staff and advise them of your service offering.

3.3 Demonstrated Qualifications of Personnel:

- a. Key Personnel: Identify the Key personnel that would be assigned to HCC and will provide the Work described in the Scope of Coverage. Please include the following:
  - i. A brief description of their unique qualifications as it pertains to this type of work;
  - ii. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project;
  - iii. Personnel's job functions, role, percent of time to be assigned to this project and office location.
- b. Provide brief resumes (not more than one (1) page) for each key personnel.

- c. Proposed team composition including an organizational chart which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized under this project.

### 3.3 Past Performance and References:

- a) Provide a list of all contracts that your firm has lost during the past three (3) years including name of the client and narrative description as to why the business was lost;
- b) Provide a list of three (3) higher education references you are currently doing business with.
- c) Provide a list and description of any work you have done at HCC,

### **4.0 Price Proposal:**

Proposers are required to complete the attached Pricing/Premium Summary, Appendix A to Attachment No. 3, as part of their proposals.

All information related to cost noted in Appendix A to Attachment No. 3 Pricing/Premium Summary, must be in a separate envelope and must also be in a separate electronic file/folder from the proposal. Please list said item clearly and completely as "Pricing/Premium Summary".

*Balance of page intentionally left blank.*

**APPENDIX A TO ATTACHMENT NO. 3**

**PRICING/PREMIUM SUMMARY**

<b>Coverage Item</b>	<b>Premium</b>
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	\$
<b>Estimated Annual Total:</b>	<b>\$</b>

**ATTACHMENT NO. 4**

**DETERMINATION OF GOOD FAITH EFFORT**

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES**  
**PROJECT NO.: RFP 13-35**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

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

Section 1.

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

\_\_\_\_\_ Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, please complete Section 2, below and Attachments No. 5 and No. 6

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Balance of page intentionally left blank.*

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

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES**  
**PROJECT NO.: RFP 13-35**

I, \_\_\_\_\_, \_\_\_\_\_ of  
(Name) (Title)

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

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

**ATTACHMENT NO. 6**

**HCC PROJECT NO. 13-35, PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES**

**CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

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

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

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

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

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



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

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES  
PROJECT NO.: RFP 13-35**

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

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

**BUSINESS CLASSIFICATION**

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 8**

**PROPOSER'S CERTIFICATIONS**

**Project Title: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES**

**Project No.: 13-35**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

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

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

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

**3. ASSURANCE OF SBDP GOAL:**

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

Small Business Participation Goal = \_\_\_\_\_

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

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

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

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

**6. PROHIBITED CONTRACTS/PURCHASES:**

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

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

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

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

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

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

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

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

**EXHIBIT 1 - TO ATTACHMENT NO. 8  
OWNERSHIP INTEREST DISCLOSURE LIST  
PROJECT NO. 13-35**

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

Name	Title	Company Name

*Balance of page intentionally left blank.*

**EXHIBIT 2 - TO ATTACHMENT NO. 8  
PROHIBITED CONTRACTS/PURCHASES  
PROJECT NO. 13-35**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO. 9**

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES  
PROJECT NO.: RFP 13-35**

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

Adopted 06/29/2007

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

**ATTACHMENT NO. 10  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**PROJECT TITLE: PROPERTY AND CASUALTY INSURANCE PROGRAM SERVICES  
PROJECT NO.: RFP 13-35**

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

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

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

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

**Section 1 - Disclosure of Financial Interest in the Vendor**

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

**Section 1 - Disclosure of Financial Interest in the Vendor**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
- Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
- Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- Person related within the first degree of affinity to individual has the following ownership or real property interest in Vendor ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500

No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

sole proprietorship  stock  partnership

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

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

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

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

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

**Section 2 - Disclosure of Potential Conflicts of Interest**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 3- Disclosure of Gifts**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 4- Other Contract and Procurement Related Information**

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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This disclosure is submitted on behalf of:

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(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-2099.

*Balance of page intentionally left blank.*

**ATTACHMENT 11**

**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: Procurement Operations  
"Notice of No Proposal"  
HOUSTON COMMUNITY COLLEGE SYSTEM  
Attn: Pam Ferreira, CPPB  
3100 Main Street, 11<sup>th</sup> Floor  
Houston, Texas 77002

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Thank you for your assistance.