



## **Procurement Operations**

**Request for Proposals (RFP)**

**For**

**403 (b) Investment Product Services**

**Project No. 10-18**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE**  
**REQUEST FOR PROPOSALS - SUMMARY**

**Date: May 3, 2010**  
**Project Title: 403 (b) Investment Product Services**  
**Project No.: 10-18**

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

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

**SUBMIT INQUIRES TO:**

Name: Shiela Perla  
Title: Senior Buyer  
Telephone: (713) 718-5014  
Fax: (713) 718-2113  
Email: shiela.perla@hccs.edu

.....

**Project Overview:**

Houston Community College ("HCC"), on behalf of The Texas Investment Provider Selection Committee ("TIPSC") is seeking proposals from qualified investment companies to provide retirement based investment products for the employer sponsored 403(b) plan. TIPSC seeks to partner with multiple investment provider companies to create an adequate product mix of investment options under the 403(b) plan for the members of TIPSC. (Please refer to Attachment No. 2).

**Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, may be 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.

**Pre-Proposal Meeting:**       Mandatory       Not mandatory

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 Thursday, May 20, 2010 at 10:00 AM (local time).

**Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide the required 403 (b) Investment Product Providers Services until 3:00 PM (local time) on Thursday, June 3, 2010. Proposals will be received in the Procurement Operations department, 3100 Main Street (11<sup>th</sup> Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:** It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be up to three (3) years.

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

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

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

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

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

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

## **INSTRUCTIONS TO PROPOSERS**

### **1. Introduction**

HCC, on behalf of TIPSC, is seeking proposals under the negotiated method of procurement from qualified firms interested in providing 403 (b) Investment Product Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 2).

### **2. Proposal Submittal**

Proposer(s) shall submit one (1) original and twelve (12) copies of the technical and price proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Proposal /Contract Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.4)
- Small Business Unavailability Certificate (Attachment No. 5)
- Small Business Development Questionnaire (Attachment 6) \*\*\* Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 7)
- Non-Discrimination Statement (Attachment No. 8)
- Certification & Disclosure Statement (Attachment No. 9)
- Affidavit Form (Attachment No. 10)
- Business Questionnaire (Attachment No. 11)
- Assurance of SBDP Goal (Attachment No. 12)
- Conflict of Interest Questionnaire (Attachment No. 15)

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 10-18  
Attn: Shiela Perla, Senior Buyer

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

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

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
  - Have a satisfactory record of past performance:
  - Have necessary personnel and management capability to perform any resulting contract:
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 of this solicitation

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

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

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

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Proposer Company Experience:** This section shall include a description of the firm, including firm's history, size and professional staff composition. Include a description of the firm's past and current contracts/assignments, required by this solicitation. Include references (Refer to Attachment No. 2 Scope of Services, Section 5.a and 5.f)
- **Proposed Administrative Services:** This section shall include a description of proposer's administrative services. Include the project-staffing plan, the staff responsibilities, qualifications, and resumes. If personnel substitutions are contemplated on a contingency basis, they should also be identified. Detail proposer's commitment to utilize HCC students in an internship capacity with the firm. (Refer to Attachment No. 2 Scope of Services, Section 5.b).
- **Account Administrative Services:** This section shall include the description of all account administrative services offered by the proposer. Detail proposer's management and technical approach. (Refer to Attachment No. 2 Scope of Services, Section 5.c).
- **Participant Services:** This section shall include management and technical approach to participant services including access to information, qualifications of customer services staff and College Campus representatives. (Refer to Attachment No. 2 Scope of Services, Section 5.d).

- **Small Business Participation:** This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation.
- **Business Data/Financial Statement:** This section shall include financial statements (last three years) of the company.

**b. Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Scope of Services, Section 5.e).

**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. To be responsive, proposers shall complete the "entire" Section 5). 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:

<b><u>FACTOR</u></b>	<b><u>Points</u></b>
• Proposer Company Experience:	0-10
• Proposed Administrative Services:	0-15
• Proposed Account Administrative Services:	0-15
• Participant Services:	0-25
• Expense Charges, Product Fee Disclosures:	0-35

Total: 100%

**6. Contract Award**

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

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

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

**8. Oral Presentations**

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

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

a. HCC has adopted a Small Business Development Program for small businesses attempting to provide

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

- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 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:
  - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

#### 10. **Small Business Compliance**

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

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

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

#### 12. **Internship Program**

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

#### 13. **Prohibited Communications**

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

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

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or designee; or
- [2] The award recommendations are considered by the Board at a duly-noticed public meeting.



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

The communications prohibition shall not apply to the following:

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

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

14. **Drug Policy**

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

15. **Taxes**

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

16. **Explanation to Proposers**

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

17. **Texas Public Information Act**

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

18. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of

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

19. **Conflict of Interest**

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

20. **Ethics Conduct**

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

21. **No Third Party Rights**

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

22. **Submission Waiver**

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

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

.....  
**PROJECT TITLE: 403 (b) Investment Product Services**

**PROJECT NO.: 10-18**  
.....

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

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

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

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

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

Receipt of Proposal Amendment Number(s): \_\_\_\_\_

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

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

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

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

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

Project No.  
.....

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2010

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

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

**ATTACHMENT NO. 2**

**SCOPE OF SERVICES**  
**FOR**  
**403(B) INVESTMENT PRODUCT SERVICES**

**1. Preface**

Houston Community College ("HCC"), on behalf of The Texas Investment Provider Selection Committee ("TIPSC"), seeks to partner with multiple investment provider companies to create an adequate product mix of investment options under the 403(b) plans and 457 plans for the members of TIPSC. This adequate mix will include the various types of products (annuities and mutual funds) available for 403(b) / 457 plan investing. There is a desire to include firms that provide full service load-based products as well as companies that provide no service no-load products.

**2. Existing Conditions**

TIPSC currently represents eleven (11) Texas public community colleges, approximately one-quarter of total public community colleges in Texas. The committee is a separate legal entity created by an Interlocal Agreement (IA) between the colleges as political subdivisions of the State of Texas. Participation in the IA was approved by action of each college's board of trustees.

Employees may participate in voluntary 403(b) or TSA accounts and 457 accounts with sponsorship by either the college or the State of Texas. Certain employees, principally faculty and management, participate in the mandatory Optional Retirement Program of the State of Texas (ORP) in lieu of the Teacher Retirement System pension plan. Because of state contributions and the fact that ORP accounts replace the state pension, balances in these accounts are significantly larger than voluntary TSA accounts. Although state regulations apply to ORP accounts, each college sponsors the plan and selects investment providers.

**TIPSC COLLEGES**

Available 403(b) / 457 conditions are shown below for each participating college. Total plan assets under management have been solicited from each college but a total for all colleges is not available as of RFP issuance. Collective minimum estimated total assets under management is \$250 million. Updated information will be provided to responsive companies.

Total contributions for ORP only across all TIPSC colleges was \$23.25 million in fiscal year 2009, which ended August 31, 2009. This represented approximately 28% of total statewide community college ORP contributions of \$83.45 million.

**Houston Community College**

The HCC representative serves as chairman of TIPSC and HCC's Procurement Operations Department is facilitating the RFP on behalf of TIPSC. HCC consists of six (6) colleges, employing over 5,000 full and part time employees. Over 3,732 participants actively contribute to one or more 403(b) investment providers. Of total participants, approximately 3,000 contribute to a 403(b) FICA Alternative Plan. The total amount contributed to 403(b) accounts annually based on the April 15, 2010 payroll is \$12.4 million and assets under management exceed \$150 million, concentrated among three vendors.

HCC currently has twenty-five (25) active 403(b) authorized companies providing investments, of which fifteen (15) are authorized as Optional Retirement Program (ORP) of the State of Texas providers.

HCC participates in the State of Texas sponsored 457 plan.

**Alvin Community College**

136 participants in 403(b) plans, \$1.2 million approximate annual 403(b) contributions, no 457 plan. College representative serves as Co-Chair of TIPSC.

**Blinn College**

235 participants in 403(b) plans. ORP only contributions in FY 2009 were \$1.5 million, ended August 31, 2009.

**Brazosport Community College**

321 participants in 403(b) plans, \$10 million approximate plan assets. Requests 457 vendor evaluation.

**Dallas County Community College**

2,934 participants in 403(b) plans. \$14.7 million in annual 403(b) contributions.

**Galveston College**

37 participants in 403(b) plans, 11 participants in 457 plan, \$6.2 million approximate plan assets. Requests 457 vendor evaluation.

**Lee College**

126 ORP only participants with contributions for FY 2009 of \$1.3 million.

**Panola College**

65 participants, \$318,000 approximate annual 403(b) contributions.

**Tyler Junior College**

275 participants in 403(b) plans, ORP only contributions FY 2009 were \$316,455, ended August 31, 2009.

**The Victoria College**

79 participants in 403(b) plans, \$3.2 million in plan assets

**South Texas College**

177 ORP only participants with contributions for FY 2009 of \$1.7 million

**3. Problem Statement:**

To identify the product providers that offer the best combination of product pricing and performance, employee service and employer support for TIPSC sponsored 403(b) plans.

It is TIPSC's intent to contract with at least one or more investment product providers that offer annuity products (i.e. -variable, fixed equity index), mutual fund companies (load based or non-load based) and multi-product investment platforms. TIPSC will determine after the response evaluation how many companies from each category it will include.

**4. RFP Scope of Opportunity & Requirements for Proposal Consideration**

TIPSC is making a dedicated effort to offer their employees the best possible options for retirement saving under the 403(b) / 457 plans. TIPSC encourages all eligible employees to participate in the tax –sheltered savings accounts that are sponsored by TIPSC.

TIPSC may also consider, depending on the quality of proposals received, to extend to the companies awarded 403(b) payroll slots the opportunity to also offer 457 Deferred Compensation accounts to eligible employees.

**Requirements for Proposal Consideration:**

- a. Your company shall agree to provide a single product for each of the categories defined herein to the members of TIPSC. You shall agree that these will be the only products marketed by your company and account representatives to the members of TIPSC.
- b. Your company shall be willing to work under the plan document of each TIPSC college.
- c. Your company shall be willing to offer this same exact discounted product to all TIPSC colleges, including those that may join before contracts are negotiated.
- d. Your company shall agree to securely provide monthly electronic data files in the SPARK format on all participants as well as all transactional data in the format attached.

**5. Proposal / Interrogatories / Evaluation Criteria:**

Proposers shall complete this "entire" Section 5. **The Committee will evaluate responsive written proposals submitted.** Please assure your proposal follows the RFP numerical order format.

**a. Proposer Company Experience**

The evaluation of your proposal will include your company's unique qualifications and strength. The committee will assign up to 10 points to proposers based on the degree of their unique qualifications and financial strength. (0 – 10 points)

- 1. How long (in years) has your company been licensed to do business? \_\_\_\_\_ years
- 2. How long (in years) has your company been licensed to do business in the state of Texas? \_\_\_\_\_ years
- 3. Is your company a subsidiary or affiliate of another company? "Affiliate" means owned by another company, owned by a common controlling shareholder or interest, or inter-related by contracts as to be under the dominion or influence of another company.  
Yes \_\_\_ No \_\_\_
- 4. If yes, under #5.a.3., identify below the affiliated companies and explain the relationship between them.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Are the services and products you are offering provided under a joint venture arrangement?  
Yes\_\_\_ No \_\_\_
- 6. If yes, under #5.a.5., describe below the arrangement, its terms and conditions, and whether your company and the other company(ies) have been involved in similar joint ventures in the past?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. How long has your company provided 403(b) retirement plan services (in years) in USA? \_\_\_\_\_ years; in Texas? \_\_\_\_\_ years
8. If you are an insurance company, what is your AM Best rating and financial strength category?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. If you are not an insurance company, what are your company's total assets under management?  
\$ \_\_\_\_\_
10. Please provide the amount of assets as of December 31, 2009 that your company (not your parent company) administers in the following types of retirement plans:  
(a) 403(b) / 403(b)(7) \$ \_\_\_\_\_  
(b) Governmental 457 \$ \_\_\_\_\_
11. Is your company, or parent company, now or within the past five years been engaged in any significant litigation or regulatory actions that may have an adverse effect upon participant assets? Yes \_\_\_ No \_\_\_ If yes, please explain.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Will your company provide investment products under a multiple-provider 403(b) plan where the employer maintains the plan document? Yes \_\_\_ No \_\_\_
13. Include any other information or financial material that you feel is pertinent to your company. Label as ("**Response to #5.a.13.**"). Please keep the volume of material to a minimum. Only relevant information is requested.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Proposed Administrative Services:**

The evaluation of your proposal will include your proposed administrative services including qualifications of "key" personnel. The committee will assign up to 15 points for your company's proposed administrative services (0 – 15 points).

1. Will your company assign an individual as the primary contact for FCC/HRC to control distribution (marketing) and service? Yes \_\_\_ No \_\_\_ If so, list below the individuals name, address and contact information.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Will your company agree to the following:
3. Accept wire or ACH remittance of contributions? Yes \_\_\_ No \_\_\_
4. Provide automated loan request? Yes \_\_\_ No \_\_\_
5. Provide automated hardship withdrawal request? Yes \_\_\_ No \_\_\_
6. Provide automated distribution request? Yes \_\_\_ No \_\_\_



7. During what hours may a plan sponsor or their designee reach an actual customer service representative?  


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8. Does your company provide plan sponsor or third-party administrator online capabilities?  
Yes \_\_\_ No \_\_\_
9. If yes, please describe.  


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10. Describe below how you process 403(b) financial hardship requests.  


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11. Will your company monitor the 6-month suspension of deferrals and notify the employee and the employer when the suspension has expired? Yes \_\_\_ No \_\_\_  


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12. How will your firm handle excess deferrals?  


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13. Describe below how your company has updated its administrative systems to reflect current law changes.  


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14. If your company has not currently updated its administrative systems, describe below your company's plan/timeline.  


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**c. Proposed Account Administrative Services:**

The evaluation of your proposal will include your proposal account administrative services. The committee will assign up to 15 points based on the degree and extent of your company's proposed account administration services. (0 – 15 points).

1. Is your account administration system/services proprietary? Yes \_\_\_ No \_\_\_ If no, who owns or provides system/services?  


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2. Describe below your company's administration system.  


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3. If your company subcontracts recordkeeping services, identify below the proposed subcontractor and respond to the following questions with input from and on behalf of the subcontractor.

Subcontractor: \_\_\_\_\_

- (a) Will the recordkeeping system utilize daily valuation? Yes \_\_\_ No \_\_\_
- (b) Can the recordkeeping system handle Roth, tax deferred, 403(b) and 457 plans?  
Yes \_\_\_ No \_\_\_
- (c) If no, indicate the below how the plans that can be accommodated.

4. Can your company's recordkeeping system track two or more money sources (i.e. employer and employee funds)? Yes \_\_\_ No \_\_\_
5. If yes, attach (Labeled as "Response to #5.c.4) to your proposal sample of plan reporting for a plan in which your company tracks two or more money sources. Attached? Yes \_\_\_ No \_\_\_
6. Define below your company's current average processing time/mail date (measured from the date of request).

		# Work Days
A.	Account Allocations?	_____
B.	Distribution Checks?	_____
C.	Loan/Hardship?	_____
D.	Other Distributions?	_____

7. Indicate below the product category that best describes your proposed investment products. (Please select below each category that you wish to propose).
- (a) Fixed Annuity? Yes \_\_\_ No \_\_\_
- (b) Stable-Value Funds? Yes \_\_\_ No \_\_\_
- (c) Variable Annuity? Yes \_\_\_ No \_\_\_
- (d) Load Mutual Funds? Yes \_\_\_ No \_\_\_
- (e) No-Load Mutual Funds? Yes \_\_\_ No \_\_\_
- (f) Multi-Product Custodial Account? Yes \_\_\_ No \_\_\_
8. Do you offer guaranteed minimum income benefits and/or guaranteed partial withdrawal benefits on your variable products? Yes \_\_\_ No \_\_\_
9. Are investment advisory services available to participants? Yes \_\_\_ No \_\_\_
10. If yes, are these services proprietary or outsourced?

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**d. Participant Services:**

The Committee will evaluate proposed participant services assigning a maximum of 25 points to the firm with the overall highest proposed services. (0-25 points)

1. Describe below your phone system participant services.  

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2. What days and hours can participants speak to a representative? \_\_\_\_\_
3. If your company does not have internal customer services, provide below the name, address and qualifications of each organization or individual that your company either has contracted with or intends to contract with for any such services.  

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4. Does your company allow via the Internet the following?
  - (a) Investment election changes? Yes \_\_\_ No \_\_\_
  - (b) Personal rate of return? Yes \_\_\_ No \_\_\_
  - (c) Loan calculations and forms? Yes \_\_\_ No \_\_\_
  - (d) Beneficiary information? Yes \_\_\_ No \_\_\_
  - (e) Participant address information? Yes \_\_\_ No \_\_\_
5. List below your company's web URL, password and temporary login.  

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6. Describe below your Web site and information available for the participant. What retirement planning and investment related tools are available through your site?  

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7. Will your company be able to provide local representatives to each of TIPSC's community colleges? Yes \_\_\_ No \_\_\_ If not, define below what counties you cannot provide local on campus representations? Do you have contractual control over your agents? Yes \_\_\_ No  

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**e. Expense Charges/Product/Fee Disclosure:**

The evaluation of your proposal will include your proposed expense charges / product / fee disclosures. Up to 35 points are assigned based on the degree and extent of your company's proposed expense charges and product/fee disclosures. 403(b) provider companies do not have to submit a proposal for all three product categories to be considered. The evaluation committee will review proposed product disclosure fees / expense charges for categories proposed assigning 35 points to proposals that have the **lowest overall** expense charges / fees, and assign a evaluation points to other proposers on a percentage basis (0 – 35 points).

1. Describe below how your company proposes to offer price/rate/fee reductions based on **cumulative** / statewide TIPSC College assets under management. (Labeled as "Response to #5.e.1")  

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2. Define below how many years your company will commit to having your proposed product fee structure remain fixed / unchanged. \_\_\_\_\_ years
3. What is your company's proposed:
  - (a) Loan administration fees? \$\_\_\_\_\_
  - (b) Loan origination fees? \$\_\_\_\_\_
4. Please describe the company's policy on compensation for the representatives servicing these accounts. Please include compensation amounts or percentages.
5. Please specify whether or not your company shall not charge any costs to HCC or TIPSC as part of the company's compensation.







**f. Provide below three related 403 (b) public education client references. List institution name, point of contact name, addresses, phone numbers, and email addresses:**

Institution Client Name	Contact Name	Phone Number	e-mail Address	# of Employees Participating/ Yearly 403(b) \$ Flow?

**g. Finalist Optional Interview:**

**The evaluation committee reserves the right to optionally schedule in person or teleconference interviews with all finalist proposers.**



## ATTACHMENT NO. 3

### GENERAL TERMS AND CONDITIONS

**1. Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") on behalf of The Texas Investment Provider Selection Committee ("TIPSC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 3, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

**2. Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be up to three (3) years unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract.

**3. Interpretation, Jurisdiction and Venue**

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

**4. Compliance with Laws**

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

**5. Taxes**

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

**6. Termination for Convenience**

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

**7. Termination for Default**

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

**8. Third Party Rights**

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

party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

**9. Ethics Conduct**

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

**10. Conflict of Interest**

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

**11. Small Business Development Program (SBDP)**

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 7 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this Contract, HCC has established **Best Effort** of the total contract amount as the small business participation goal.

**12. Small Business Compliance**

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

**13. Prime Contractor/Contract for Services**

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

**14. Changes**

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

**15. Insurance Requirements**

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

**16. Indemnification**

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character

(including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extracontractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

**17. Independent Contractor**

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

**18. Assignment**

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

**19. Notices**

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

**Houston Community College:**

Procurement Operations (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Executive Director, Procurement Operations

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

**20. Invoicing and Payment**

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

Houston Community College  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 10-18 and the applicable purchase order number.

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

**21. Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become

available, HCC reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract, HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period – or the effective date of termination, whichever comes first. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**22. Entire Agreement**

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

**ATTACHMENT NO. 4**

**DETERMINATION OF GOOD FAITH EFFORT**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_,  
 (Name of proposer's company) certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project #10-18.

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

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

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

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

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

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

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

**Houston Community College  
Procurement Operations/Small Business Representative  
Post Office Box 667517  
Houston, Texas 77266-7517  
Ref: HCC Project No. 10-18**

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	_____ <b>SB</b> Small Business
_____ <b>WBE</b> Women Owned Business Enterprise	_____ <b>MBE</b> 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**

**NON-DISCRIMINATION STATEMENT**

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

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

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

Company Name: \_\_\_\_\_  
(Type or Print)

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

Telephone Number: \_\_\_\_\_

**ATTACHMENT NO. 9**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Business Entity: \_\_\_\_\_

Signature of Firm's Authorized Official: \_\_\_\_\_

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

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

**ATTACHMENT NO. 10**

**AFFIDAVIT FORM**

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

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

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

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

**State of Texas**

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

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

**ATTACHMENT NO. 11**  
**BUSINESS QUESTIONNAIRE**

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

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

TELEPHONE: \_\_\_\_\_

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

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

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

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

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

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

If yes, please specify: \_\_\_\_\_

State in which your home office / headquarters is located? \_\_\_\_\_

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

If yes, list percentage. \_\_\_\_\_%

Name of Financial Institution \_\_\_\_\_ Contact Person \_\_\_\_\_

Title \_\_\_\_\_

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

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



**ATTACHMENT NO. 12**

**ASSURANCE OF SBDP GOAL**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC on behalf of TIPSC. 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 resulting from this proposal and could be ineligible for future HCC contract awards.

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date of Signing \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## **ATTACHMENT NO. 13**

### **VENDOR APPLICATION INSTRUCTIONS**

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

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is [http://hccs.aecglobal.com/Supplier\\_Registration\\_Form.asp](http://hccs.aecglobal.com/Supplier_Registration_Form.asp)

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

**ATTACHMENT NO. 14**  
**INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for 403 (b) Investment Product Providers, Project No. 10-18.

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

Occurrence / Personal Injury / Advertising / Products / Completed Operations	\$1,000,000 CSL
Annual Aggregate	\$2,000,000 CSL
Products Aggregate	\$2,000,000 CSL
Fire, Legal	\$1,000,000 CSL
Medical Expense	\$5,000 Per Person

**2. Professional Liability:**

Occurrence / Aggregate	\$5,000,000
------------------------	-------------

An Umbrella Liability policy is also required with Minimum Limits of \$5,000,000

**3. Automobile Liability:**

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

**4. Workers Compensation:**

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

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- HCCS be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation added by endorsement on all policies

Certificate of Insurance to be furnished to HCC Risk Management Office, PO Box 667517, Houston, TX 77266, fax # (713) 718-5177 indicating the limits and coverages as outlined above within **14** calendar days after receipt of a written purchase order or some other duly executed contract document issued by HCC, on behalf of TIPSC.



## ATTACHMENT NO. 15

<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 style="font-size: small;">(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 style="text-align: center;">_____</p> <p style="text-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 style="text-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 style="text-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 style="text-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 style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 150px;">_____</p> <p style="text-align: right; margin-right: 150px;">Date</p>		

Adopted 06/29/2007



**procurement  
operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College, on behalf of TIPSC**

**And**

---

**For**

**403 (b) Investment Product Services**

**Project No. 10-18**

## **SAMPLE CONTRACT EXHIBITS**

### **EXHIBIT A PROPOSAL / AWARD FORM**

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

### **EXHIBIT B SCOPE OF SERVICES**

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting contract.)

### **EXHIBIT C GENERAL TERMS AND CONDITIONS**

Note: (Attachment No. 3 of this solicitation may become Exhibit C in the resulting contract.)

### **EXHIBIT D CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (Attachment No. 7 of this solicitation may become Exhibit D in the resulting contract.)

### **EXHIBIT E INSURANCE REQUIREMENTS**

Note: (Attachment No. 14 of this solicitation may become Exhibit E in the resulting contract.)

### **EXHIBIT F SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

### **EXHIBIT G PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

**EXHIBIT F**

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

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

PROJECT NO./TITLE: 10-18 Investment Product Services

NAME OF SUBCONTRACTOR: \_\_\_\_\_

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

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

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

for work performed during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_  
**(Enter Time Period)**

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

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

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

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

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

**EXHIBIT G  
HOUSTON COMMUNITY COLLEGE  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** 10-18 Investment Product Services  
**Reporting Period: From** \_\_\_\_\_ **To** \_\_\_\_\_  
**Prime Contractor:** \_\_\_\_\_  
**Total Contract Amount (Prime Contractor):** \$ \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_  
 Name (Print or Type): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_