



**Procurement
Operations**

Request for Proposals (RFP)

Project Name: Digital Copier Program

Project No. 12-39

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: March 19, 2012
Project Title: Digital Copier Program
Project No.:12-39

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

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

1. Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide a Multifunction Digital Copier Management Program described in Attachment No. 1, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

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. 2.

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

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th floor, Conference Room 11A07) Houston, Texas 77002 on March 29th, 2012 at 10:00 AM (local time).

4. Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required Multifunction Digital Copier Management Program and Services until 3:00 PM (local time) on April 19th, 2012. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. **Late proposals will not be considered and will be returned to Proposer unopened.**

5. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be five (5) years with the option to renew for up to five (5) additional years. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

6. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than 2:00 PM (local time) Monday, April 2nd, 2012. 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. 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 copiers and related services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of copiers and related 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 copiers 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. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within Houston Community College. What a great way to never miss out on an HCC bid or proposal opportunity again.

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

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

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.

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.
- 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. 2). 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 & Subcontractor/Supplier 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)

- 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 two (2) 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.

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 5 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 12-39
Attn: Pam Ferreira

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), Eligibility for Award 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 the below 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:	15
• Reputation including past performance at HCC	10
• Project Management and Services	20
• Quality of products and extent they meet HCC needs	20
• Small Business Commitment:	acceptable/unacceptable
• Price Proposal	35

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 above Section 3, Eligibility For Award. 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. Product Demonstration and Oral Presentations:

Prior to Contractor selection and after the proposal opening date, HCC will contact qualified Proposer(s) that have responded to this proposal and arrange for a product demonstration and oral presentations. The demonstration will be held at Proposer's designated and mutually agreed upon Houston-Area, location. The demonstration will include a hands-on presentation of the equipment listed in the Proposer's response. Members of the HCC cross-functional team will attend the demonstration and

perform an evaluation of the equipment, features, functions and options as provided. The cost associated with providing the demonstration equipment and presenters is to be borne by the Proposer. HCC personnel will provide their own transportation to the demonstration site. The demonstration is to include network connected equipment and non-network connected equipment. To meet Project Schedules, Proposer (s) must be prepared to provide product demonstrations and oral presentations during the period April 26th-April 30th, 2012. HCC will endeavor to provide Proposer(s) 48 hours' notice prior the day of Product Demonstration

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 Ten percent (10%) 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:

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

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

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

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

The communications prohibition shall not apply to the following:

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

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

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 terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

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 (if applicable) these Attachments 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.

Attachment No. 1 SCOPE OF SERVICES

HCC Project No.: 12-39

1.0 General:

The Specifications/Requirements included in this Attachment No. 1 have been developed to outline the equipment and services required to provide a Multifunction (copy/print/scan/fax) Digital Copier Management Program at HCC ("Program"). It is not the intention herein to mention each and every minor item required. In performing the work the Contractor represents that it is familiar with the requirements and general conditions that are essential and necessary to provide a comprehensive multifunction digital copier management program consistent with industry best practices and in accordance with all licensing, regulations, and professional standards. In general, under the Program, Contractor will furnish and install new MFDs for rental inclusive of all consumable supplies (ie., toner and sorter staples) and the replenishment thereof, provide planned and remedial maintenance services, and provide administrative support who will coordinate with HCC personnel to evaluate the Program on a periodic basis to ensure the continued quality of product and service consistent with the operational and functional requirements of HCC's program participants.

Currently, HCC's copier volume is approximately 20 million copies per year across a fleet of 132 machines. The existing copier fleet is not owned by HCC but is obtained under a variety of rental or lease programs. A description of the equipment, usage, and type of rental/lease program is contained in Attachment No. 1, Exhibit A.

2.0 Objectives: HCC desires to develop a strong partnership with a copier services provider that will assist HCC in achieving the following objectives:

- a. Reduce the HCC's total cost of ownership in regards to copier and print/output devices throughout all its campuses;
- b. Significantly reduce overall printing and duplicating cost;
- c. Create and Implement an optimization and standardization roadmap to reduce the number of printers, copiers, scanners, and fax machines by better utilizing multi-function devices (MFD's);
- d. Significantly improve machine reliability and uptime;
- e. Improve the distribution of documents through the use of electronic document management;
- f. Automate the monitoring of copier status and reporting of copy counts;
- g. Ensure customer's equipment and service needs are met;
- h. Increase HCC's "green footprint"; and
- i. Evaluate and recommend document flow improvements

3.0 Specifications and Requirements:

3.1 Network Information

HCC's technology infrastructure design is based upon a *Standards Based* concept and uses a single protocol (TCP/IP) for HCC platforms and the wide area network. The copier systems must be compatible with Windows Server 2008 r2, 64 bit'. All systems developed or acquired must comply to and be compatible with the established infrastructure standards. Network must be approved by the HCC Networking Department prior to installation. Equipment models may change during the term of the agreement and models that are proposed may be discontinued. All connected models; product offering must be tested and approved by the HCC Networking Department prior to acceptance as a new or replacement model.

Connected equipment presented is expected to be compatible with the various software systems utilized on the HCC network. HCC utilizes Oracle/PeopleSoft for financial, budgetary, for Human Resource functions and for student information transactions throughout the system. Proposed equipment must be compatible with PaperCut MF print management software.

Restrictions for printing data from any of these sources and other commonly utilized data programs should be identified within the proposal response.

- a. License fees, upgrade costs, installation costs and support costs are to be included in the rental costs.
- b. Methodology and technology driving the transmission of data across the network shall be evaluated and approved for this proposal. The required method of transmission is Server Message Block (SMB) Protocol.
- c. HCC utilizes OpenText Right Fax Server for its VoIP faxing platform. Any device providing fax functionality must be capable of providing native integration with the Right Fax Server platform, via an Open Text supported MFP connector/integration.

3.2 Features

- a. All proposed equipment must be "New" at time of install at HCC and will not have been used since manufacture (except as authorized by HCC's Program Manager), and shall be current models of modern technology in current production and not scheduled to retire within the next 24 months.
- b. Must be U.L. approved, ENERGY STAR® compliant.
- c. ISO hard drive security standards complaint. Contractor is responsible for assisting HCC in maintaining confidentiality and security of documents and information that pass through copier.
- d. Able to use both PCL and postscript drivers and be capable to default to black and white and duplex printing for cost efficiencies. Universal print drivers are set up and maintained by the Information Technology Department.
- e. Will be capable of reporting potential issues, trigger re-ordering of supplies etc., via network connection, and vendor will provide proactive service based on this information as part of the managed services agreement.
- f. Active Directory integration.
- g. On-line program management and reporting for HCC is requested for equipment specific and include overview information, supplies ordering, usage, up-time, invoicing, etc.
- h. All copiers must have the ability to scan to desktops and email.
- i. Ability to scan to network folders, and workflow applications is a plus.
- j. Copiers and Printers will be able to produce clean, acceptable images using a minimum of 30% post-consumer waste recycled paper made for xerographic purposes.
- k. Contractor shall be required to interact with HCC Information Technology Department to coordinate configurations for Self Service and Pay-for-Use options for Public facing machines (library, student centers, etc.).
- l. Smart Card access control capabilities.
- m. All equipment furnished hereunder shall comply with all federal, state, and local regulations applicable to such products.
- n. All equipment shall be fully configured inclusive of all optimal options (i.e., feeders/sorters, large capacity paper trays).
- o. All equipment must be suitable for use with standard electrical service. Units requiring special protection devices must include such devices upon delivery and installation by Contractor.
- p. All equipment must be equipped/configured to include all supplemental equipment (i.e., stand) if necessary to meet the functional specifications.
- q. All equipment shall be accompanied by manuals containing service and operating instructions. Manuals shall be as detailed as possible outlining all necessary service and operating instructions inclusive of safety precautions and warnings.

3.3 Accounting Management Software

Contractor must provide a software management system providing complete and centralized administration capabilities for their multifunction products. This system must be complete with the capabilities to automate meter readings, receive status notifications, create usage reports and basically monitor all networked multifunction products through one common, intuitive user interface.

3.4 Delivery and Installation

- a. All equipment must be delivered completely assembled, adjusted and made ready for continuous operation.
- b. After initial implementation, routine delivery response to HCC shall be no greater than thirty (30) calendar days after receipt of order (30 days A.R.O.) by the Contractor. If ordered equipment is not available within the thirty (30) day period then Contractor shall furnish and install a loaner free of charge to HCC until the ordered equipment is delivered and installed. Contractor shall notify the HCC Program Manager that a loaner is required no less than 2 days before it is delivered and within 2 days after it is removed.
- c. Delivery shall be made directly to the installation site during standard working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall coordinate delivery date and the time with ordering HCC Department seventy-two (72) hours in advance.
- e. Emergency delivery may be requested of the Contractor. The Contractor is expected to use its best efforts to comply with rush or emergency requests by HCC. However, if Contractor cannot fulfill HCC's delivery requirements within the time frame requested, HCC may procure its needs from alternative sources without penalty or risk of default under the Agreement.
- f. Contractor shall install all equipment ordered from HCC and shall bear all risk, cost and expense for installation.
- g. Contractor shall be responsible for the removal and disposal of all packaging materials.
- h. Once the equipment has been ordered, Contractor's representative shall coordinate equipment delivery and set up, network connections as required and training with HCC user representative.
- i. Each machine delivered to HCC shall have a service contact telephone number and a supply contact telephone number affixed to the front of the machine in a clearly visible location.

3.5 Maintenance Services

- a. Contractor shall perform complete maintenance services for all equipment furnished under the Program to ensure their continuous operation in accordance with manufacturer's standards. Service to include at a minimum, the following: (i) preventive maintenance based on specifications of the individual unit including; lubrication, adjustments and/or replacements of non-conforming parts; (ii) on-call remedial maintenance/repairs, and (iii) all parts including, but not limited to, drums, photoreceptors, master units, wiper blades, lamps, rollers, locks, etc.
- b. Equipment removed for repair, or down for more than 48 hours, shall immediately be replaced by loaner equipment of equal capacity and function at no additional charge to HCC.
- c. Equipment which does not meet the Guaranteed Uptime for more than two months (see 3.11, below) must be replaced within 72 hours upon the request of HCC.
- d. Contractor must maintain in effect during the full contract term a complete and accurate Maintenance Service Log for all equipment under the program. On a quarterly basis, a copy of the Service Log must be submitted to HCC's designated representative. At a minimum, log will include the following:
 - o Model and Serial Number
 - o Date and time request for service call received
 - o Date and time service completed
 - o Nature or service call
 - o Description of repair including parts or components replaced
 - o Date of preventative maintenance with description of repair or components replaced.

3.6. Equipment Upgrade/Downgrade

Contractor will be responsible for monitoring the volume of copies at each location to determine if the current equipment needs to be upgraded or downgraded. Contractor will notify HCC's Program Manager

with equipment upgrade/downgrade recommendations. All upgrades/downgrades of equipment must be approved by HCC's Program Manager.

3.7 Key Operator Training

Contractor will provide on-site training on the operation of each MFDs. This instruction will be coordinated at such times and locations as mutually agreed to by the Key Operator at each installation site and Contractor.

3.8 Consumable Supplies and Paper

3.8.1 Contractor shall furnish all consumable supplies (e.g., toner, sorter staples, etc.) required for the routine operation of the equipment excluding paper for copiers identified in Group 1 and Group 2. For Group 3 Equipment, Contractor will be required to provide and deliver all paper (ref. Attachment No. 1, Exhibit A).

3.9 Multi-Use MFDs

All units which are identified by HCC as requiring the recording usage by multi-users, shall be equipped by Contractor with an electronic device that, at HCC's option, (i) require each user to key in a unique code to activate the unit and provide individual usage data, or (ii) use "smart card" reader to activate the unit and provide individual usage data.

3.10 Equipment De-Installation and Removal

Within ten (10) days after the expiration of this Agreement, whether by termination, cancellation, lapse of time or otherwise, Contractor shall de-install and remove said unit of equipment from HCC and shall bear all risk, cost and expense for such de-installation and removal.

3.11 **Guaranteed Uptime:** At a minimum, each copier shall have a guaranteed monthly uptime of no less than ninety-six percent (96%).

4.0 General Requirements

4.1 Authorized Representative

Contractor must be authorized to sell, distribute, and maintain all equipment provided.

4.2 Contractor's Personnel

- a. Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract. Contractor will be required to respond to concerns from HCC regarding the conduct of the Contractor's employee. If concerns are not addressed or corrected, Contractor will be required to replace the employee with another employee of equal or greater qualifications.
- b. Contractor shall have a designated Account Manager responsible for the day to day management of the account and coordinating activities with the HCC Program Manager and user representatives. The individual designated must have product knowledge, necessary authority to make decisions, resolve problems and disputes and have control over parts, service, payables and receivables and delivery for this account. Representative shall be available on-site within four hours of the HCC's request.

4.3 New Technology Contractor must notify HCC thirty (30) days in advance if a model or product is discontinued. If a newer type or model, or a direct replacement becomes available from the manufacturer, the Contractor shall offer the newer model at a rate no greater than the contracted price for the duration of the contract.

4.4 Demo or Loaner Equipment: Demo or loaner equipment will only be provided by Contractor for use by HCC after receipt of approval by HCC's Program Manager. The responsibility for insurance and risk for loss or damage shall reside with Contractor.

- 4.5 Equipment Relocation: Copier may be relocated (after initial installation) two (2) times during the contract period at no additional charge to HCC. Thereafter, if the same copier is relocated, it will be at the rate specified in the contract.
- 4.6 Additions/Deletions: During the term of this Program HCC reserves the right to add or delete equipment under this Program under thirty (30) prior written notice to Contractor.
- 4.7 Subcontracts: No subcontract or third party personnel may perform services hereunder, except with the expressed written authorization of HCC.
- 4.8 Protection of Existing Facilities:
- a. Contractor shall take necessary precautions to prevent damage, discoloration, etc., to existing building finishes, systems, equipment, and grounds.
 - b. Contractor shall be responsible for notifying HCC of any existing damage, disrepair, and discolorations encountered during the time of performance.
- 4.9 Ownership: Contractor shall retain all ownership in all equipment furnished to HCC
- 4.10 No Substitutions: Contractor shall ensure that all items furnished hereunder strictly conform to HCC's order. In no event shall product substitutions or changes be permitted without the express written authorization of the HCC's Program Manager.
- 4.11 Materials Data Safety Sheets: MSDS data must be supplied to HCC's designated safety officer with any and all safety updates and manufacturer safety bulletins for any equipment and chemical products supplied under this agreement
- 4.12 Quotations and Order Placement:
- a. All equipment quotations prepared by Contractor shall be in accordance with the Contract and shall contain a complete description, model/catalog no., quantity, price (in accordance with the Pricing Schedule), and delivery schedule for each item(s).
 - b. Contractor shall contact HCC's Program Manager for instructions regarding quotes or orders for Non-Contract items.
 - c. The placement of orders hereunder shall be authorized and released through HCC's Program Manager.
 - d. Contractor shall notify the HCC Program Manager within 2-business days after receipt of an authorized order of any missing items or pricing discrepancies.

Attachment No. 1, Exhibit A

HCC Equipment Listing and Usage History

HCC's listing of current copiers is provided in 3 Groups to assist contractor in developing its pricing model and implementation schedule(s).

Group 1 Copiers are currently under a rental and/or month to month arrangement and will be available for replacement beginning thirty (30) days after contract award. Certain units are on extended/expired leases and will be available for replacement beginning sixty (60) days after contract award.

Group 2 Copiers are currently under multi-year lease arrangements and will be available for replacement upon expiration of the current lease term noted on the schedule.

Group 3 Copiers are under a vendor managed service program whose contract is scheduled to expire on June 30, 2012. In addition to providing the equipment and a full service maintenance & repair program, the Contractor furnishes and delivers paper for all copiers under this program, Replacement and establishing a service program to support this copier group is a first priority and must be in place immediately upon expiration of the current contract.

HCCS COPIER VOLUMES
(Group 2-LEASES)

Vendor	COLLEGE	Location	Model	Serial Number	Contract Date	AMCV	Average Annual Volume
Xerox Corp	SW	5407 Guilton St	W5655PT	WTD079431	Nov09-Oct12	1,810	21,720
Xerox Corp	SYS	3100 MAIN ST FL 4	WC1665P	VDR010023	Mar10-Feb13	5,138	61,656
Xerox Corp	NE	555 Community College Dr	WC5755T	XEK497002	Nov10-Oct13	2,572	30,864
Xerox Corp	NE	555 Community College Dr	W5655T	WTD080726	Dec09-Nov12	21,592	258,104
Xerox Corp	NE	555 Community College Dr	WC7435P	PBB006692	Nov09-Oct12	2,235	26,820
Xerox Corp	NE	555 Community College Dr	WC5030H	FLB035666	Mar09-Feb12	482	5,784
Xerox Corp	NE	555 Community College Dr	W5655T	WTD082765	Nov09-Oct12	3,094	37,128
Xerox Corp	NE	555 Community College Dr	WC5665PT	WTD077936	Nov09-Oct12	19,037	228,444
Xerox Corp	NE	555 Community College Dr	WC5687	WTTM787100	Jul10-Jun13	37,127	445,524
Xerox Corp	NE	555 Community College Dr	WC5845	WTD077679	Nov09-Oct12	2,064	24,768
Xerox Corp	NE	555 Community College Dr	WC5645P	WTC001338	May09-Apr12	10,154	121,848
Xerox Corp	DOEL	4625 CRITES ST	WC5745T	XEK499304	Nov10-Oct13	8,108	97,296
Xerox Corp	SW	13803 Bissonnet St	WC5675	WTTM781204	Nov09-Oct12	6,788	81,456
Xerox Corp	SW	5601 West Loop S	WC5638	WRT044550	Sep09-Aug12	1,605	19,260
Xerox Corp	SW	5601 West Loop S	WC5675PT	WTTM783150	Sep09-Aug12	22,403	268,836
Xerox Corp	SW	5601 West Loop S	WC5368	WRT044551	Sep09-Aug12	3,647	43,764
Xerox Corp	SW	5601 West Loop S	WC5675	WTTM781886	Sep09-Aug12	36,283	435,396
Xerox Corp	SW	5601 West Loop S	WC5675	WTTM781937	Sep09-Aug12	20,629	247,548
Xerox Corp	SW	5601 West Loop S	WC5675	WTTM781964	Sep09-Aug12	31,637	379,644
Xerox Corp	SW	5601 West Loop S	WC5675	WTTM783064	Sep09-Aug12	678	8,136
Xerox Corp	SW	13803 Bissonnet St	WC5675	WTTM781452	Nov09-Oct12	14,623	175,476
Xerox Corp	SYS	5601 West Loop S	WC5675	WTTM782019	Sep09-Aug12	12,362	148,344
Xerox Corp	SYS	3100 Main St	WC7655P	VDR964367	Mar09-Feb12	6,207	74,484
Xerox Corp	SYS	3100 MAIN ST STE MC1148	WC5675	WTTM781199	Oct09-Sept12	12,751	153,012
Xerox Corp	NE	8001 Fulton	WC5740T	XEK496623	Nov10-Oct13	4,261	51,132
Xerox Corp	SW	10041 CASH RD	WC5765T	XEL546199	Jan11-Dec13	59,475	713,700
Xerox Corp	SYS	3100 MAIN ST STE MC1148	WC7435P	PBB025202	Jan11-Dec13	59,475	713,700
Xerox Corp	SW	10041 CASH RD	WC7556P	XRP510671	Jan11-Dec13	2,925	35,100
Xerox Corp	SW	10141 Cash Rd	WC5775T	XEL546342	Jan11-Dec13	6,142	73,704
Xerox Corp	SW	10041 CASH RD	WC5790T	XEL546655	Jan11-Dec13	24,096	289,152
Xerox Corp	SYS	3100 MAIN ST STE MC1148	W7120PT	XDC339823	Jan11-Dec13	7,416	88,992
Xerox Corp	SW	10141 Cash Rd	WC7655P	XEK499384	Jan11-Dec13	2,128	25,536
Xerox Corp	SYS	3100 Main St	WC7655P	GBP240384	Mar09-Feb12	8,245	41,052
Xerox Corp	NE	8001 Fulton	WC5755T	XEK496681	Nov09-Oct13	1,244	14,928
Xerox Corp	NE	8001 Fulton	WC5638	WRT044094	Nov09-Oct12	2,263	27,156
Xerox Corp	NE	4638 Airline Dr	WC5675	WTTM782023	Oct09-Sept12	21,077	252,924
Xerox Corp	SW	10141 Cash Rd	WC5775T	XEL588183	Jan 11-Dec13	6,548	78,576
Xerox Corp	SYS	3100 Main	FX3000	FRL32949	Oct10-Sept13	52,476	52,476
Oce Imagistics	SE	301 N Dreman Street	VL2821	90900664	Jan10-Dec12		
Oce Imagistics	SE	7015 Gulf Freeway	VL2821	1001594	Dec09-Nov12	66,984	66,984
Oce Imagistics	SE	School of Continued Ed	VL2821	1001954	Feb10-Jan13	107,308	107,308
Oce Imagistics	SE	301 N Dreman Street	VL4222	1002632	Feb10-Jan13		
Oce Imagistics	SE	301 N Dreman Street	VL6022	1000643	Jan10-Dec12	18,288	18,288

Grand Total

6,154,360

**HCCS COPIER VOLUMES
(Group 3-UNIV COPY CENTER)**

Vendor	COLLEGE	Location	Model	Serial Number	Contract Date	AMCV	Average Annual Volume
Univ Copy Ctr	CE	Learning Hub Building 106	Atico 3035	A0024 (K935502451)	Sep11-Jun12	39,067	39,067
Univ Copy Ctr	CE	Learning Hub Library	Atico 3035	A3500 (K9355901654)	Sep11-Jun12	9,563	9,563
Univ Copy Ctr	CE	Learning Hub 216	Atico 3035	A0045 (K935700636)	Sep11-Jun12	34,569	34,569
Univ Copy Ctr	CE	EDC building D107	Atico 2045	A0095 (K2955200314)	Sep11-Jun12	121,953	121,953
Univ Copy Ctr	CE	Learning Hub 106.1	Atico 3045	A0047 (K9355400663)	Sep11-Jun12	13,619	13,619
Univ Copy Ctr	CE	Learning Hub 202	Atico 3035	A0088 (K9545900529)	Sep11-Jun12	70,692	70,692
Univ Copy Ctr	CE	SIS building 243	Atico 2022	A0022 (K9345402392)	Sep11-Jun12	25,767	25,767
Univ Copy Ctr	CE	5425 Spindle Drive	Atico 3035	A1213 (K9355000313)	Sep11-Jun12	17,277	17,277
Univ Copy Ctr	CE	EDC building 205	IM 2830	6080389	Sep11-Jun12	287,127	287,127
Univ Copy Ctr	CE	EDC building 205	IM 2830	7060075	Sep11-Jun12	51,520	51,520
Univ Copy Ctr	CE	Learning Hub 112	IM 2830	6070212	Sep11-Jun12	21,740	21,740
Univ Copy Ctr	CE	Learning Hub 206	IM 2830	6070221	Sep11-Jun12	12,588	12,588
Univ Copy Ctr	CE	Learning Hub 402	IM 2830	6070218	Sep11-Jun12	80,783	80,783
Univ Copy Ctr	CE	Learning Hub 402	IM 2830	6070376	Sep11-Jun12	130,448	130,448
Univ Copy Ctr	CE	3601 Fannin 77004 (room 213)	IM 2830	6070376	Sep11-Jun12	130,448	130,448
Univ Copy Ctr	CE	EDC 124	IM 2830	6070161	Sep11-Jun12	6,870	6,870
Univ Copy Ctr	CE	Learning Hub 107	IM 2830	6070157	Sep11-Jun12	36,587	36,587
Univ Copy Ctr	CE	Learning Hub 214	IM 2830	6070266	Sep11-Jun12	210,170	210,170
Univ Copy Ctr	CE	Learning Hub Library	IM 2330	6060096	Sep11-Jun12	59,983	59,983
Univ Copy Ctr	CE	Library	IM 2330	6060090	Sep11-Jun12	15,807	15,807
Univ Copy Ctr	CE	Library	IM 2330	6040247	Sep11-Jun12	37,603	37,603
Univ Copy Ctr	CE	Learning Hub 301	CM 2025	6110121	Sep11-Jun12	29,087	29,087
Univ Copy Ctr	CE	FAC building 101	OCF 3165	166062089	Sep11-Jun12	336,659	336,659
Univ Copy Ctr	CE	FAC Building 321	OCF 3166	166062090	Sep11-Jun12	512,893	512,893
Univ Copy Ctr	CE	CIC 100	OCF 2075	728	Sep11-Jun12	534,246	534,246
Univ Copy Ctr	CE	Learning Hub 301 9	Konica Minolta	57AE05149	Sep11-Jun12	654,408	654,408
Univ Copy Ctr	CE	JBW building 101	Konica Minolta	57AE05388	Sep11-Jun12	558,060	558,060
Univ Copy Ctr	CE	Learning Hub 301	Konica Minolta	A02E010007048	Sep11-Jun12	43,191	43,191
Univ Copy Ctr	CE	WLG (1990 Airport Blvd. 77059) 148	Atico 3035	A0028 (K9355801305)	Sep11-Jun12	174,929	174,929
Univ Copy Ctr	CE	WLG 123	IM 2830	6070167	Sep11-Jun12	26,252	26,252
Univ Copy Ctr	CE	WLG Library	IM 2830	6060092	Sep11-Jun12	27,433	27,433
Univ Copy Ctr	CE	ID11 (3100 Main St. 77004)	IM 2830	6070249	Sep11-Jun12	17,532	17,532
Univ Copy Ctr	CE	454 Link St. 77009	IM 4511	6080491	Sep11-Jun12	288,984	288,984
Univ Copy Ctr	CE	8505 Glenvista	Atico 2045	A0021 (K2955100416)	Sep11-Jun12	53,817	53,817
Univ Copy Ctr	CE	7521 Fauna	Atico 2018	A0016 (K2955100416)	Sep11-Jun12	44,654	44,654
Univ Copy Ctr	COLEMAN	1900 Pressler Street	Konica Minolta 750	57AE30737	Sep11-Jun12	598,765	598,765
Univ Copy Ctr	COLEMAN	1900 Pressler Street	Konica Minolta 600	57AE17820	Jan08-Dec13	345,951	345,951
Univ Copy Ctr	COLEMAN	1900 Pressler Street	Konica Minolta 600	57BE19299	Jan08-Dec13	257,588	257,588
Univ Copy Ctr	COLEMAN	1900 Pressler Street	Konica Minolta 600	57BE19299	Jan08-Dec13	233,654	233,654
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2075	A1001 (K6955000243)	Sep11-Jun12	980,168	980,168
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2075	A1003 (K6955600506)	Sep11-Jun12	1,145,242	1,145,242
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2051	A0020 (K6765000147)	Sep11-Jun12	342,971	342,971
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2045	A7718 (K9458000598)	Sep11-Jun12	56,477	56,477
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2045	A7719 (K9356001517)	Sep11-Jun12	44,754	44,754
Univ Copy Ctr	NW	1010 W. Sam Houston Pkwy. N.	Atico 2045	A0098 (K2946001318)	Sep11-Jun12	11,740	11,740
Univ Copy Ctr	NW	1550 Foklake Drive	Atico 2075	A1002 (K4655100131)	Sep11-Jun12	907,109	907,109
Univ Copy Ctr	NW	1550 Foklake Drive	Atico 2075	A1004 (K6945900352)	Sep11-Jun12	745,653	745,653
Univ Copy Ctr	NW	1550 Foklake Drive	Atico 2035	A7721 (K285500959)	Sep11-Jun12	39,599	39,599
Univ Copy Ctr	NW	1550 Foklake Drive	Atico LD345C	A0096 (K5160300807)	Sep11-Jun12	36,036	36,036
Univ Copy Ctr	NW	1550 Foklake Drive	Atico 2045	A0097 (K2955001224)	Sep11-Jun12	15,430	15,430

Grand Total

10,430,466

Attachment No. 1 Exhibit B

Houston Community College Facilities

Central College	Address
JD Boney Bldg	1215 Holman (A), 77004
Curriculum Intervention Center	1215 Holman (C), 77004
Business Center (BSCC)	1215 Holman (B), 77004
Fine Arts Center	3517 Austin, 77004
Heinen Theater	3517 Austin, 77004
J.B. Whitely Bldg.	1301 Alabama, 77004
Refugee Program/Upward Bound	1401 Alabama, 77004
San Jacinto Memorial	1300 Holman, 77004
West Wing	1300 Holman, 77004
Staff Instructional Services	3821 Caroline, 77004
Theater One	3816 Caroline, 77004
Crawford Annex	1121 Crawford, 77004
Willie Lee Gay Hall/South Campus	1990 W Airport Blv., 77004
Educational Development Center	3214 Austin, 77004

Northeast College	Address
Automotive Tech. Training Ctr. A	4638 Airline, 77022
Codwell Hall	555 Community College Dr., 77013
Pinemont Campus	1265 Pinemont, 77018
Public Safety Shooting Range	555 Community College Dr., 77013
Public Safety Training Tower	555 Community College Dr., 77013
Public Safety Burn Building	555 Community College Dr., 77013
Roland Smith Truck Driving Ctr.	555 Community College Dr., 77013
Northeast Campus-Northline	8001 Fulton, 77022

Northwest College	Address
Alief Campus	2811 Hayes Road, 77082
Katy	1550 Fox Lake Drive, 77084,
Spring Branch Campus	1010 West Sam Houston Parkway, 77043

Southeast College	Address
Angela Morales Bldg.	6815 Rustic, 77087
Eastside Annex	2524 Garland, 77087
Felix Morales Bldg.	6815 Rustic, 77087
Felix Fraga Campus	301 North Drennan, 77003
Learning Hub	6815 Rustic, 77087

Southwest College	Address
Gulfton Center	5407 Gulfton, 77081
Hayes Road	2811 Hayes Rd, 77082
Missouri City	5855 Sienna Spring Way, 77459
Scarcella Science & Technology Ctr.	10141 Cash Rd., 77477
Stafford Campus	10041 Cash Rd, 77477
West Loop Center	5601 West Loop North, 77081

Coleman College	Address
Coleman Medical Health Ctr.	1900 Pressler Drive, 77030

System	Address
System Building	3100 Main, 77002

ATTACHMENT NO. 2

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

PROJECT TITLE: Digital Copier Program
PROJECT NO.: 12-39

Name of Proposer/Contractor: _____

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

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

In compliance with the requirements of this Request for Proposals for providing the Digital Copier Program, 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. 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 _____, 2011.

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. 12-39



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 _____, 2012.

Signed By: _____

Title: _____

Date: _____

ATTACHMENT NO. 3

Proposer Questionnaire

HCC Project No.: 12-39

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)
- Key Contacts: List the names(s), telephone number, and email addresses of the representative 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.
- 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; audited financial statement for the last two (2) years is preferred. If audited financial statements are not available, proposer may submit for HCC's consideration including but not limited any one or more to of the following: 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 a Digital Copier Management Program of the type and kind required by this RFP; preferably at an academic institution. Your customer reference list shall include the company name; contact person including telephone #; scope of services, number of copier systems installed, 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 #, email address (if known), and indicate if the contract was terminated early.

3.0 Technical Proposal:

Please provide a complete and detailed Technical Proposal that, at a minimum, includes a response to each of the following:

3.1 Proposal Summary:

The Proposal Summary shall not exceed 5 pages in length. At a minimum, your Proposal Summary shall: (i) describe your "solution" to provide the Hardware (copier systems), software, support services, and business management services to meet the specifications and requirements outlined in Attachment No. 1; (ii) demonstrate your understanding of HCC's Objectives set forth in Attachment No. 1 (Section 2.0) and describes how your "solution" will assist HCC in meeting these Objectives; (iii) demonstrate your company's specific knowledge, experience and expertise in providing a Digital Copier Management Program as defined in this RFP; and (iv) identify what differentiates your company from your competitors.

3.2 Qualifications and Experience of Personnel:

3.2.1 Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the HCC account.

3.2.2 Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Proposer's employees.

3.2.3 Provide the average number of years of service with your company for Service Technicians and Account Representatives that will be assigned to the HCC account.

3.2.4 Provide an organizational chart that clearly defines your account management structure and reporting lines for sales, technical support, and finance (including AR/Billing).

3.3 Implementation Plan:

3.3.1 Provide a detailed *Start-up Implementation Schedule* identifying key tasks and milestones commencing date of contract award through initial copier system installation; and for the first six (6) months following the initial installation. Your response should clearly define both your and HCC's responsibilities and resources required during this implementation phase.

3.3.2 Provide a proposed schedule for the replacement of existing copiers based on the information provided in Attachment No. 1, Exhibit A.

3.4 Training:

3.4.1 Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.

3.4.2 Please describe, in detail, programs made available to your service technicians for continuing education and training.

3.4.3 Please describe, in detail, programs made available to your sales and account support Representatives for continuing education and training particularly related to your company's products, services and programs; equipment utilization; and print management best practices.

3.4.4 Provide details of your company's "Key Operator" training program and training of departmental

users. Your response should include what tools and training materials are provided to the customer; and describe any post training follow up processes that are part of your service program.

3.5 Quality:

3.5.1 Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared both internally and with HCC.

3.5.2 Please submit a proposed Service Level Agreement ("SLA") that might be used to manage the program. Your response should clearly identify the service to be measured (i.e., Break-fix response time), the performance indicator (i.e., onsite within 2 hours after request for service); and how it is measured and reported.

3.6 Customer Satisfaction:

3.6.1 How do you measure and monitor customer satisfaction; describe the method used, frequency, and how and to whom results are reported.

3.6.2 Please indicate your company's "Guaranteed Uptime". Your response must clearly describe how the uptime percentage is measured, time period of calculation, and what attributes are included and which ones are excluded (i.e., scheduled preventative maintenance)

3.7 Capabilities and Capacity:

3.7.1 Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 1. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.

3.7.2 What specific data collection tools and processes do you utilize to manage an output fleet?

3.7.2 For the Services listed by HCC in Attachment No. 1, please identify any work for which your company plans to outsource all or a portion of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

3.7.3 Provide a listing of the Houston area location(s) that will be serving the HCC account. Your response should include the address; description of business operations at the location; capacity (incl. sq. footage); and indicate whether it is a primary or backup location in supporting HCC.

3.7.4 Provide your business continuity plans as they relate to disruption to either manufacturing or service provided by your company and/or your suppliers.

3.7.5 Provide details regarding your company's ability to routinely deliver equipment (after initial equipment implementation) within thirty (30) days or less after notification by HCC.

3.7.6 One of HCC's Objectives for this initiative is to "Create and Implement an optimization and standardization roadmap to reduce the number of printers, copiers, scanners, and fax machines by better utilizing multi-function devices (MFD's)." Please describe your experience in assisting other customers to develop and implement an optimization and standardization program; and how you have measured the success of such a program.

3.7.7 Please state that your proposal, and all alternate proposals (if applicable), complies with the Specifications and Requirements listed in Attachment No. 1. If it does not comply, please indicate which Specification or Requirement your proposal does not comply with and your solution/justification to ensure the intent of the Specification or Requirement is met or is not needed.

3.7.8 Please provide details of your Accounting Management Software including any customer furnished requirements necessary for its implementation or use.

3.7.9 What are the mobile operating capabilities and options proposed in your "solution" (i.e., print from mobile device such as iPhone, Blackberry, and other smartphones)? Provide details of your wireless security protocol.

3.7.10 Please provide details of your capabilities to provide management services for non-supplied print output devices (i.e., desktop/personal printer, faxes, scanners) and currently leased 3rd party copiers.

3.8 Equipment:

3.8.1 Proposers will include in their response, for all equipment it is proposing to provide in response to this RFP, complete descriptive literature of equipment that:

- Indicates manufacturer and model number;
- Shows specifications and features of equipment offered. Literature may be submitted in the form of brochures;
- Contains information on electrical and space requirements;
- Provides the dimensions of the copiers with and without optional features; and
- Details measurements including their maximum widths, with finishers/sorters and paper cassettes attached

3.8.2 Describe your equipment's dual capabilities to provide both B&W and Color copies and its ability to control/restrict printing of color copies; include description of any ancillary peripherals or devices.

3.8.3 Proposers should outline which proposed equipment is National Information Assurance Partnership (NIAP) Certified Level 2 equipment.

3.8.4 Please describe your capabilities to provide "pay for use" options for public area copiers.

3.8.5 HCC currently utilizes ImageNow and PaperCut MF print management software. Please explain your experience with these products; compatibility of your equipment with these products; and how you have helped customers in the past who are using these products.

3.9 Green Purchasing and Sustainability:

Please complete the attached Questionnaire Attachment No. 3, Exhibit A

3.10 Service and Support:

3.10.1 Detail the process proposed for ordering consumable supplies; explain how this process will ensure that the customer is not without consumable supplies necessary for equipment operation, and what is the time-frame the HCC Customer should expect for consumable supply delivery. Indicate if back-up/replacement supplies will be available onsite for Customer access and self-installation, if necessary.

3.10.2 Explain how emergency consumable supply requests are elevated and completed over normal delivery.

3.10.3 Detail the service escalation process that will apply to the HCC account and the conditions that could trigger a service escalation issue.

3.10.4 Does your solution include a Help Desk? If yes, describe your help desk processes and capabilities; its location serving HCC; and how you measure help desk support performance and customer satisfaction.

3.10.5 At certain periods of the year (i.e., student registration, start of semester, finals) HCC may experience a spike in utilization and may require additional support services and/or equipment during these times. Please explain what solutions and programs you have provided other clients in the past to address these potential needs.

3.10.6 Describe your company's ability to provide and distribute paper including details of your proposed process for ordering paper that will ensure that the customer is not without an adequate supply of paper based on their copier's usage.

3.10.7 Describe your company's procedures for gathering the monthly copy usage counts from each copier.

3.10.8 Describe your after hours and weekend service and support capabilities.

3.10.9 Indicate the minimum onsite storage you require to meet the Specifications and Requirements set forth in Attachment No. 1 and to meet the SLA's you proposed in Section 2.5.2, above.

3.11 Reports:

3.11.1 Provide sample copy of a Service Log to be submitted to HCC on a quarterly basis.

3.11.2 Provide details and samples, if applicable, of any other reports that would be available to HCC if your company is awarded a contract.

3.12 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 faculty, HCC staff, and students and advise them of the new program.

3.13 Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity.

3.14 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, if any.

3.15 Miscellaneous:

3.15.1 Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

3.15.2 Please describe any special benefits or advantages in selecting your company.

3.15.3 How can your company help HCC become more innovative in our document management?

3.15.4 Describe any other services or solutions offered by your company that would further allow HCC to meet our objectives set forth in Attachment No. 1, Section 2.0

3.15.6 Provide your proposed plan for equipment refresh during the initial five (5) term and any subsequent renewal term. What criteria do you use to determine whether or not to "refresh" a unit?

3.15.6 Please confirm you have read the requirement for Product Demonstration and Oral Presentations (Instructions to Proposers, Section 8.) and will comply with this requirement.

4.0 Price Proposal:

HCC will not be responsible for or pay any costs not defined in Proposer’s Price Proposal. The Pricing Model proposed in Section 4.1 below must, at a minimum, be inclusive of Proposer providing all Hardware (copier systems); software, transportation charges, and services in accordance with the Specifications and Requirements indicated in Attachment No. 1, Scope of Services. Your Pricing Model should reflect transparency and disclosure of all costs.

4.1 Pricing Model: HCC desires a “cost per copy” pricing model that is: (i) consistent across all copier systems; (ii) flexible to scale upward or downward in terms of annual copy volume and the number of copier systems installed over the term of the agreement; and (iii) incentivizes good “print management” by HCC.

Your model must: (a) define the “cost per copy” to provide a one for one replacement for the equipment listed in Attachment No. 1, Exhibit A; (b) clearly explain how the “cost per copy” is calculated (i.e., printed output only); (c) identifies any minimum volume guarantees; (d) identifies the monthly cost for each copier systems proposed by copier type (i.e., 20ppm; 30ppm, etc.) that can be used by HCC for internal billing and for adding new copier systems under the program; (e) address costs upcharges for color versus B&W copies; (f) identifies discounts for increases in volume;(g) defines parameters or restrictions for copier system removal from the program and any associated costs to HCC; (g) identifies incentives or cost savings guarantees.

4.2 Optional Pricing:

4.2.1 Paper:

- a. provide cost per copy for paper and paper delivery for Group 3 only \$ _____/copy
- b. provide cost per copy for paper and paper delivery for Groups 1-3 \$ _____/copy
- c. Maximum not to exceed adjustment for paper (see note below) _____%/Year

Note: Paper pricing must be firm for the initial 2 years of the contract term. Thereafter, pricing may be subject to an upward or downward adjustment in consideration of changing market conditions. Proposer shall provide its formulae for determining price adjustments, and must quote a not to exceed maximum annual increase percentage (%)

4.2.2 On-site Support Staffing: Certain college campus locations may require the staffing of a full time employee (FTE) to support them in copier support operations. It is envisioned that duties may include serving as Key Operator, toner and staple replacement, first call respondent for paper jams and service diagnostics, user training, and assisting students. Accordingly, please quote pricing for on- site support staffing: _____/FTE per month.

4.2.3 Cost to Manage non-supplied Output devices (i.e., desktop/personal printer, faxes, and scanners). See above Technical Proposal Question 3.7.10

4.2.4 Proposer may submit, for HCC’s consideration, any other products and services it offers. Your response must clearly detail the offering and its associated cost

4.3 Billing, Incentives and Rebates:

4.3.1 HCC currently issues individual purchase orders for the copiers listed in Attachment No. 1, Exhibit A on an annual basis and is billed separately per purchase order per copier. HCC desires, under this initiative, to establish a monthly central bill for the entire fleet of copiers under this Program.

a. Please describe your ability and capabilities for consolidated/summary billing to include the following details:

- Department Name
- Model Number
- Serial Number
- HCC Account Number (furnished by HCC)
- Monthly volume of copies run
- Cost per copy
- Extended total

b. Describe your ability to provide a separate usage and pricing summary, by user identification/key code, for each Department/User that uses a particular copier system (include a sample billing report).

4.3.2 Does your company's have a charge-back/credit policy for poor quality copies generated due to machine malfunction or operator error? If yes, please provide details of when and how credits will apply.

4.3.3 Does your company's have a policy for credits to be applied for all copies made by the service technician during the performance of repair testing and maintenance? If yes, please provide details of when and how credits will apply.

4.3.4 Please indicate below your discounts for prompt payment and electronic payment:

Net 5 days _____%

Net 10 days _____%

Net 15 days _____%

Net 20 days _____%

Attachment No. 3 Exhibit A

1.0 Environmental Sustainability – Please complete the following

1.1 Please provide an overview of your environmental sustainability program. Your response to include any information, policy, etc., on environmentally friendly and sustainable equipment, manufacturing, recycling – reclaimed manufacturing, delivery vehicles, reforestation for wood conservation, etc.

1.2 What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- We apply environmental criteria when making purchasing decisions.
- We purchase “green” (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- We specify sustainable products and or locally manufactured products
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- Our Director of Sustainability is researching industry best procurement practices

1.3 What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are bio-degradable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

1.4 Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
- We subsidize public transportation for employees
- We are developing a Green Transportation Plan
- We have an established Green Transportation Plan (Describe below)
- We offer flexible hours, telecommuting or a compressed work week
- We utilize teleconference, video conference, WebEx or GoTo Meetings
- We purchase carbon offsets
- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles

1.5 What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier’s packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled

- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location

1.6 Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company's Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability
- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company's Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

1.7 Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue

1.8 What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

1.9 Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- We are developing web-based documentation of "Green" initiatives
- Our website includes "Green" reference information
- Our website contains an environmental policy statement
- Our website includes materials that document company's "Green" initiatives
- Our website contains our company's Sustainability Report

- 1.10 If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.
- No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
 - Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement
- 1.11 If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.
- No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
 - Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue
- 1.12 Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.
- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
 - Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

ATTACHMENT NO. 4

DETERMINATION OF GOOD FAITH EFFORT

HCC Project No.:12-39

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.

Signature of Proposer Title

Date

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

Project No. 12-39

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

(Name of proposer's company) certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project # 11-41

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
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

HCC Project No.: 12-39

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

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

Business Name: _____ Submitted By (Name): _____ Contractor's Price/Total: \$ _____
 Address: _____ Small Business Subcontractor (s) Price/Total: \$ _____
 Telephone/Fax: _____ Date: _____ Non-Small Business Subcontractors Price/Total: \$ _____
 Grand Total: \$ _____

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

HCC Project No.: 12-39

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)

ETHNICITY

GENDER

LOCATION

____ African American (AA)

____ Male

____ Houston (H)

____ Asian Pacific American (APA)

____ Female

____ Texas (T)

____ Caucasian (C)

____ Out of State (O)

____ Hispanic American (HA)

Specify State _____

____ Native American (NA)

____ Public Owned (PO)

____ Other (O) Specify _____

BUSINESS CLASSIFICATION

____ **DBE** Disadvantaged Business Enterprise

____ **SB** Small Business

____ **WBE** Women Owned Business Enterprise

____ **MBE** Minority Business Enterprise

____ **HUB** Historically Underutilized Business

____ Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency

Certificate Number

Expiration Date

ATTACHMENT NO. 8
PROPOSERS CERTIFICATIONS

HCC Project No.: 12-39

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. 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

3. 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 RFP. The undersigned further understands that the Proposer 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 the day the contract documents are signed by all parties.

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 Proposer, 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.

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.

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 _____, 2011.

Notary Public for the State of: _____

ATTACHMENT NO. 9

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of person who has a business relationship with local governmental entity.</p>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 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 & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(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>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">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**

HCC Project No.:12-39

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

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

**Houston Community College System
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Floor
Houston, TX 77002**

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

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

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

"NOTE: 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.