

**Houston Community College System
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS (RFP)
FOR
SUPPLY AND INSTALL STUDENT EMAIL SYSTEM
PROJECT NO. 06-31**

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

Page Number

Cover Page and Summary	1
Table of Contents	1
Instructions to Proposers	2-8

Forms to be completed and submitted with a Proposal

Attachment No. 1 Proposal/Award Form	9-10
Attachment No. 2 Schedule of Items and Prices	11-12
Attachment No. 3 Scope of Services	13-28
Attachment No. 4 Determination of Good Faith Effort Form	29
Attachment No. 5 Small Business Unavailability Certificate	31
Attachment No. 6 Small Business Development Questionnaire	32
Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form.....	33
Attachment No. 8 Non-Discrimination Statement	34
Attachment No. 9 Certification & Disclosure Statement	35
Attachment No. 10 Affidavit Form	36
Attachment No. 11 Business Questionnaire	37-38
Attachment No. 12 Assurance of SBDP Goal	39
Attachment No. 13 Vendor Application Form	40
Attachment No. 14 Insurance Requirements	41

Proposed/Sample Contract Documents

The resulting contract will include at least the following exhibits:

Exhibit A Proposal / Award Form	43
Exhibit B Schedule of Items and Prices	43
Exhibit C Scope of Services	43
Exhibit D General Terms and Conditions	44-48
Exhibit E Contractor & First Tier Subcontractor/Supplier Participation Form, if appropriate	49
Exhibit F Subcontractor Payment Certification Form, if appropriate	50
Exhibit G Progress Assessment Report, if appropriate.....	51
Exhibit H Insurance Requirements, if appropriate	52

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date: April 24, 2006
Project Title: Supply and Install Student Email System
Project No.: 06-31

ISSUED BY:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor)
Houston, Texas 77002

SUBMIT INQUIRES TO:

Name: Jack Cutting
Title: Purchasing Agent
Telephone: (713) 718-5034
Fax: (713) 718-2113
Email: jack.cutting@hccs.edu

Project Overview:

The Houston Community College System (“HCC”) is seeking proposals from qualified firms to provide a “turnkey” system, including all hardware and software, required to provide a Student Email System in accordance with the Scope of Services (Attachment No. 3).

Contract Approval: This procurement 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 his designee.

Pre-Proposal Conference: A pre-proposal conference will be held in the Seminar Room C (2nd Floor), 3100 Main Street, Houston, Texas 77002 on **May 11, 2006 at 11:00 a.m.** (local time).

Proposal Due Date/Time: HCC will accept proposals to provide the required Student Email Services until **4:00 p.m.** (local time) on **May 30, 2006**. Proposals will be received in the Purchasing Department, 3100 South Main Street (11th Floor, Vendor Room 11A06), Houston, Texas 77002.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation will be negotiated.

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

HCC reserves the right to accept or reject all or any part of any proposal, waive any technicalities or irregularities in the proposal documents and consider the proposal for award.

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

INSTRUCTIONS TO PROPOSERS

1. Introduction

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. Proposal Submittal

Proposer(s) shall submit one (1) original and (8) copies of the technical proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Small Business Unavailability Certificate
- Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 8 Non-Discrimination Statement
- Attachment No. 9 Certification & Disclosure Statement
- Attachment No. 10 Affidavit Form
- Attachment No. 11 Business Questionnaire
- Attachment No. 12 Assurance of SBDP Goal

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor), Room 11A06
Houston, Texas 77002
Ref: Project No. 06-31
Attn: Jack Cutting

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 complying in all material Application Service Provider (ASP) aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers as a minimum must:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of the 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 the 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; signing and submitting the proposal is so certifying.
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria 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.

4. **Preparation of Proposal**

A. **Technical and Price Proposal:**

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

- **Cover letter:** The cover letter shall not to exceed two pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach in fulfilling the scope of services requirements as well as a description of all services offered by the proposer. Include an organizational chart, which includes “key” staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer’s commitment to utilize HCC students in an internship capacity with the firm.

- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm’s history, size and staff composition. Include a description of the firm’s past and current contracts/assignments, which are related to the type of services, required by this solicitation. Indicate any specialty personnel or credentials required for this scope of services.
- **Technical Requirements:** This section shall include a clear statement of all software, hardware and support services required for a complete and working system that satisfies all requirements listed in this RFP Scope of Services.
- **Functional Requirements:** This section shall include a clear statement of the firm’s process for assigning an email account to each student during the admissions process and notification to the student.
- **Price Proposal:** The price proposal shall be clearly identified as such in the technical proposal documents. (See Attachment No. 2, Schedule of Items and Prices).
- **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.

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 proposers 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>FACTOR</u>	<u>Percentage Weight</u>
• Qualifications, Experience and Skills of Vendor:	10%
• Technical Requirements:	35%
• Functional Requirements:	30%
• Pricing:	15%
• Small Business Participation:	<u>10%</u>
	100%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. 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.

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

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

8. **Oral Presentations**

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

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

- A. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- B. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- C. For this solicitation, HCC has established **twenty-five (25)** percent 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.
- E. **Small Business Compliance:** To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal.

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**

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.

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 a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

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

The communications prohibition shall terminate when:

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

In the event the Board refers the recommendation back to staff for reconsideration, the communications 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.

13. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

12. **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.

15. **Explanation to Proposers**

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

16. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCCS shall have the right to cancel the resulting contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCCS reserves the right to cancel the contract by giving the contractor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, HCCS shall not be responsible for any payment of any service or product received that occur after the of the current contract period. HCCS fiscal year begins on September 1 and ends on August 31st.

17. **Inquiries**

Inquires concerning this Request for Proposals will be addressed only when submitted via email. Inquiries must be submitted no later than **May 14, 2006 at 4:00 P.M. (local time)** and shall be addressed to: Houston Community College System

Larry Wright

Director Infrastructure & System Support

Reference: Project No. 06-31

E-mail: larry.wright@hccs.edu

Phone: 713-718-8753

**Note: Questions and Answers will be posted to the HCCS website by May 19, 2006.
Email questions must reference Project No. 06-31 in the subject line.**

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Supply and Install Student Email System
Project No.: 06-31

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

Receipt of Proposal Amendment(s) The undersigned acknowledges receipt
of the below listed amendment(s).
(List amendment number & date.)

Amendment Number(s)

Date

Name of Proposer (Type or Print)

Business Address (Type or Print, include "zip code")

Signed By (Sign in ink; type or print name and title under signature)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)
Project No. 06-31

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2006

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES For SUPPLY AND INSTALL STUDENT EMAIL SYSTEM

The Proposer/Contractor shall furnish all resources and services necessary and required to supply and install a student email system in accordance with the scope of services and the general terms and conditions of the proposed contract for the price(s) listed below.

I. Supply and Install Student Email System at HCCS, 3100 Main Street, Houston, TX.

Cost Category	Price for 5 MB Quota	Price for 10 MB Quota	Price for 25 MB Quota	Price for 50 MB Quota	Price for 100 MB Quota
Hardware Costs					
Email Servers	\$	\$	\$	\$	\$
Storage	\$	\$	\$	\$	\$
Antivirus Servers	\$	\$	\$	\$	\$
Anti-spam Servers	\$	\$	\$	\$	\$
Content Filter Servers	\$	\$	\$	\$	\$
Test System	\$	\$	\$	\$	\$
PeopleSoft Interface Servers	\$	\$	\$	\$	\$
Other Hardware Costs	\$	\$	\$	\$	\$
Total Hardware Cost	\$	\$	\$	\$	\$
Software Costs					
Email System	\$	\$	\$	\$	\$
Mailbox Licenses (50,000 mailboxes)	\$	\$	\$	\$	\$
Antivirus	\$	\$	\$	\$	\$
Anti-Spam	\$	\$	\$	\$	\$
Content Filter	\$	\$	\$	\$	\$
IMAP & POP3	\$	\$	\$	\$	\$
Secure IMAP and Secure POP3	\$	\$	\$	\$	\$
PeopleSoft Interface	\$	\$	\$	\$	\$
Auto-provisioning and auto-deletion	\$	\$	\$	\$	\$
Existing Account Migration	\$	\$	\$	\$	\$
Address Book	\$	\$	\$	\$	\$
Other software	\$	\$	\$	\$	\$
Total Software Cost	\$	\$	\$	\$	\$
Installation Cost					
Hardware Installation	\$	\$	\$	\$	\$
Test System Installation	\$	\$	\$	\$	\$
Other Hardware Installation	\$	\$	\$	\$	\$

Cost Category	Price for 5 MB	Price for 10 MB	Price for 25 MB	Price for 50 MB	Price for 100 MB
Software Installation	\$	\$	\$	\$	\$
System setup and configuration	\$	\$	\$	\$	\$
PeopleSoft Integration	\$	\$	\$	\$	\$
Auto-provisioning, auto-deletion, etc.	\$	\$	\$	\$	\$
Training (three system admins and seven help desk staff)	\$	\$	\$	\$	\$
Existing Student Account Migration	\$	\$	\$	\$	\$
Project Management	\$	\$	\$	\$	\$
System testing	\$	\$	\$	\$	\$
Other Installation	\$	\$	\$	\$	\$
Total Installation Cost	\$	\$	\$	\$	\$
Recurring Service Costs (3 years)					
Annual Software License	\$	\$	\$	\$	\$
Annual Cost for Service	\$	\$	\$	\$	\$
Help Desk Support (outsourced only)	\$	\$	\$	\$	\$
Administrative Support (outsourced only)	\$	\$	\$	\$	\$
Other Recurring Costs (describe)	\$	\$	\$	\$	\$
Total Recurring Costs (3 years)	\$	\$	\$	\$	\$
Hardware Maintenance Cost (3 years)					
Email servers, storage, antivirus, anti-spam, content filter	\$	\$	\$	\$	\$
Test System	\$	\$	\$	\$	\$
PeopleSoft Interface	\$	\$	\$	\$	\$
Other hardware	\$	\$	\$	\$	\$
Total Hardware Maintenance Cost (3 years)	\$	\$	\$	\$	\$
Software Maintenance Cost (3 years)					
Email system, licenses, antivirus, anti-spam, content filter, including any subscription charges	\$	\$	\$	\$	\$
Software Updates and Patches	\$	\$	\$	\$	\$
IMAP and POP3	\$	\$	\$	\$	\$
Secure IMAP and Secure POP3	\$	\$	\$	\$	\$
PeopleSoft Interface	\$	\$	\$	\$	\$
Auto-provisioning and auto-deletion	\$	\$	\$	\$	\$
Address Book	\$	\$	\$	\$	\$
Other software	\$	\$	\$	\$	\$
Total Software Maintenance Cost (3 years)	\$	\$	\$	\$	\$
TOTAL COSTS	\$	\$	\$	\$	\$
Staffing Requirements					
Number of System Administrators					
Number of Help Desk Staff					

ATTACHMENT NO. 3
SCOPE OF SERVICES
For
SUPPLY AND INSTALL STUDENT EMAIL SYSTEM
SECTION I

1. Project Summary and Background

1.1. Houston Community College System Overview

The Houston Community College System (“HCC”) is an open-admission, public institution of higher education offering opportunities for academic advancement, workforce training, career development, and lifelong learning that prepare individuals in our diverse communities for life and work in a global and technological society.

Houston Community College System provides:

- Affordable and accessible education
- Associate degrees and certificates
- University transfer and general education
- Workforce education courses and programs
- Corporate training
- Continuing education
- Adult literacy and developmental programs
- Personal enrichment opportunities
- Comprehensive student support services
- Access to advanced technology
- International programs and partnerships

HCC consists of the System Office, located at 3100 Main Street in Houston, Texas; six existing Colleges: Central College, Northeast College, Northwest College, Southeast College, Southwest College; and Coleman College for Health Sciences. There are approximately 24 campuses in the six colleges. HCC serves approximately 50,000 active students and 7,000 employees, of which approximately 800 are full-time faculty and 1,900 are part-time faculty.

1.2. Current Situation

HCC has an Oracle WebMail system that provides email and calendaring services for faculty and staff. This email system supports a web interface and IMAP. HCC has recently deployed a minimally equipped and rented Mirapoint email system to perform a proof-of-concept test for providing email service for students. The use of this system for proof-of-concept has absolutely no bearing on

the objectivity of the RFP response review team in reviewing any and all vendor responses. HCC is totally and completely committed to selecting the vendor and system that offers the best overall value for HCC student email services based on the criteria set forth in this RFP.

1.3 Request for Proposal Purpose

Houston Community College (HCC) has determined that a student email system will provide a substantial benefit to the Institution and to the students that it serves. In order to assess which system will best fit the needs specified in this Request for Proposal, interested vendors are asked to submit responses to the items in this RFP and to provide sufficiently detailed information to enable HCC to determine which vendor and system represents the best overall value for student email services.

1.4 Additional Response Instructions

- 1.4.1 The Vendor shall respond to **each item** in this Scope of Services with sufficient detail to demonstrate an understanding of the information provided, to show compliance with the stated requirements, or to provide the information requested. **The responses shall maintain the paragraph-numbering plan and paragraph titles as show in this scope and taking into consideration factors listed on page 5 to aid in the response review process. It must not be necessary for the response review team to search through the vendor's response to understand how the vendor's proposal addresses each requirement or request for information. Failure to meet this response requirement may result in the proposal being considered non-compliant.**
- 1.4.2 The vendor shall propose installation of a turnkey system, including all hardware and software required to meet the specifications contained herein. The successful vendor will be required to provide, install, and perform ongoing maintenance and support of the complete system, including all hardware and software.
- 1.4.3 The Vendor's response must include a total and not-to-exceed cost for all hardware and software, along with the proposed progress payment schedule, required for a complete system that satisfies the requirements identified in the RFP. Sufficient pricing detail must be provided to allow HCC to understand the cost components that make up the total system cost and allow HCC to eliminate some components in order to reduce the cost of the system without affecting the other component pricing.

- 1.4.4** If the Vendor is proposing an Application Service Provider (ASP) or shared system, then the Vendor must identify all costs associated with this configuration as provided for in Attachment 2, Schedule of Items and Prices.
- 1.4.5** All proposals will be reviewed for compliance with the requirements detailed in the RFP based on the criteria established by the review team and consistent with paragraph 5 of the instructions to proposers (page #5). The vendors selected as finalists may be required to make oral presentations to the review team. These presentations, if required, will be made during the week of June 12, 2006.

SECTION 2

2. Experience and Skill Requirements

2.1. Vendor Qualifications

- 2.1.1** If the vendor is not the equipment and/or software manufacturer, then it will be necessary to provide documentation identifying the vendor as a manufacturer certified or authorized dealer, partner, or reseller. This qualifying requirement includes both the proposed software (including operating system software) and hardware. The vendor should be manufacturer certified or authorized to provide ongoing maintenance and support.
- 2.1.2** The vendor must propose maintenance, support, and all other recurring costs for three years. This may be through a third party (e.g., the equipment and software manufacturer) or direct. If the maintenance is proposed through a third party, the name of the third party maintenance provider must be identified.
- 2.1.3** The vendor must also provide a list of at least ten higher education institutions where the proposed system is being used as a student email system. The vendor must also provide a list of at least three higher education institutions or companies where the vendor has installed the proposed email system of a size comparable to the system specified in this RFP. The vendor must identify how the institutional size comparability is measured. The purpose of this requirement is twofold: to assess the proposed systems viability for the use of students and to assess the vendors experience in installing and supporting the proposed system.

SECTION 3

3. Project Scope

3.1. Objective

- 3.1.1.** The objective of this RFP is to competitively acquire an email system that is best suited to provide email and related services to the students of Houston Community College. The responses to this RFP will be reviewed to identify the vendor and system that meets the following technical and functional requirements and provides the best value for HCC.
- 3.1.2.** Upon completion of the student email system, Houston Community College will consider email to be an official method of communications with our students because it delivers information in a convenient, dependable, timely, and cost effective manner, thereby ensuring that all students have access to important communications in a reliable and secure environment.

4. Technical Requirements

4.1. General Requirements

- 4.1.1.** The proposal must include all software, hardware, and support services required for a complete and working system that satisfies all requirements listed in this RFP.
- 4.1.2.** The vendor's response must include installation services for all proposed software and hardware. The vendor will be required to provide this support. If this support is through a third party, the vendor must identify the name of the third party provider. However, the vendor's proposal must include these services and the associated cost.
- 4.1.3.** The vendor's response must include 24 X 7 X 4 hour maintenance support for all hardware and software and next business day replacement of all hardware. This service response includes items such as system down, failed components such as disk drives, software problems, PeopleSoft integration issues, or any other problem that affects the service of the proposed system. The vendor will be required to provide this support and provide a telephone number that will be called by an HCC System Email System Administrator and that is answered by a live person. If this support is through a third party, the vendor must identify the name of the third party provider. However, the vendor's proposal must include these services and the associated cost in Attachment 2, Schedule of Items and Prices.

- 4.1.4.** The vendor must identify staffing requirements for HCC to administer the system and to provide help desk service to students, as provided for in Attachment 2, Schedule of Items and Prices. This includes the number of staff for system administration and help desk, as well as the skill level required for each staff member, including recommended certifications. Of particular concern is the added load on the help desk to address student problems and questions. The vendor is expected to utilize knowledge gained at other institutions where the system has been installed to address this requirement.
- 4.1.5.** If the proposed system is not installed at HCC, the vendor must state the cost of providing student email account user help desk (8AM to Midnight Central Time, seven days per week) and maintenance support per the response requirements in Paragraph 4.1.3. The expectation is that a student will call a published number and talk to a live person for problems and questions. For the hours of Midnight to 8AM Central Time, voice mail service must be provided with call back response during the same day. These costs shall be stated in Attachment 2, Schedule of Items and Prices.
- 4.1.6.** If the Vendor is proposing an Application Service Provider (ASP) or shared system, the vendor must state the cost of administrative support (8AM to 5PM Central Time, Monday through Friday) for making system changes, adding features, creating new accounts, account administration, etc. These costs shall be stated in Attachment 2, Schedule of Items and Prices.
- 4.1.7.** If the vendor is proposing a system to be installed in the HCC Data Center, the vendor's response must include email system training for three e-mail system administrators and separate training for seven help desk staff. The cost of this training must be included in the proposal.
- 4.1.8.** The vendor's response must describe the system warranty for the hardware and software.
- 4.1.9.** The vendor's response must include the cost and methods of obtaining updates to the software.
- 4.1.10.** The successful vendor must supply documentation for the email system. The vendor must also provide detailed documentation regarding the auto-provisioning used between the PeopleSoft system and the proposed hardware after the system is in place. The final auto-provisioning system documentation must be supplied in both hard copy and soft copy formats.
- 4.1.11.** The successful vendor must develop and deliver a project plan and provide a project manager to coordinate the project. This project is expected to be completed within sixty (60) days of the

execution of the contract. The project plan must include a test plan to include all Application Service Provider (ASP)ects of the system prior to system acceptance. The test plan will be jointly developed, and be mutually agreeable to, by the vendor and HCC. The final progress payment will be paid after the test plan has been successfully completed and the system has been accepted by HCC.

- 4.1.12. If the vendor is proposing an Application Service Provider (ASP) or shared system, non-HCC advertisements of any type will not be permitted.

4.2. Security/Authentication Requirements

- 4.2.1. HCC uses PeopleSoft Student Administration as the ERP student system. The database contains the student login id and password information for all students with active accounts within the Oracle database. This information is currently not accessible through an LDAP interface to allow an external system to perform authentication and authorization. However, it is desirable to use this information to perform email account authentication and authorization and to allow the student to use the same login id (which is the student ID number) and password to access the email account without having to create a separate directory service for authentication purposes. It is expected that the “forgotten” password reset capability will be provided by the user self-service screen in PeopleSoft. The vendor’s response must describe the proposed approach for allowing this information to be utilized in some form or fashion. The vendor will be required to also provide the hardware and software and associated cost to enable the proposed solution to this requirement, as well as perform installation and testing of the capability. If the vendor’s proposed solution to this requirement is to establish an LDAP service outside of the existing PeopleSoft database, the solution absolutely must allow for the immediate synchronization of the PeopleSoft and external LDAP passwords, with the PeopleSoft password having precedence.
- 4.2.2. The student e-mail system will transfer personal information between the student and the college; therefore the use of strong encryption in webmail is critical. The vendor must describe the various encryption methods used by the webmail portion of the system.
- 4.2.3. The vendor’s response must describe the compliance of the proposed system or service with privacy protection afforded by Federal law under HIPAA and FERPA, to the extent that these statutes apply. With respect to any third parties that may have access to email information, what steps are taken to ensure that these third parties will preserve the privacy/confidentiality of

student education records and other protected information and will safeguard student's Federal privacy rights? How does the proposed solution do a better job of meeting these regulations than an alternative system?

- 4.2.4.** The email system will also be required to support IMAPs and POP3s. The vendor's response must describe whether or not these are supported and the email clients that are supported. The vendor will also be required to provide clear, easy to use, and simple scripts that can be posted on the HCC website that can be used by students to set up the various supported clients for IMAPs and POP3s.
- 4.2.5.** The vendor's response must describe how the account information and e-mail data is stored on the proposed hardware (plain text files, encrypted files, or binary files).
- 4.2.6.** The various methods used to secure the proposed hardware must be provided. What method is used to physically secure the hardware? What software methods are used to secure the system?
- 4.2.7.** If the vendor is proposing an Application Service Provider (ASP) or shared system, the vendor must provide a statement that all information on the system, including student account information, email content, usage statistics, individuals with which the student communicates, etc. will remain private and confidential and will not be shared with anyone or used for any purpose such as marketing, demographic analysis, customer profiling, address list selling, and the like unless presented with a court issued subpoena that has been presented by a duly authorized police authority.

4.3. Account Auto-Provisioning Requirements

- 4.3.1.** The proposed system must provide the ability to auto-provision all new accounts. The information required to perform auto-provisioning will be contained in the PeopleSoft Student Administration system. The proposed system must work with the current Peoplesoft environment to perform the auto-provisioning. A detailed description of the method used to auto-provision the accounts utilizing the information contained in the PeopleSoft system is required.
- 4.3.2.** State how the auto-provisioning process handles duplicate account names.
- 4.3.3.** The student email account must be created in real time (no batch process) and be able to update the user's email address to the PeopleSoft system. The student will be notified upon PeopleSoft account creation of the new student email address (refer to

paragraph 5.1.1). Describe the proposed approach for satisfying this requirement.

- 4.3.4.** The proposed system must provide the ability to auto-suspend and auto-delete accounts based on criteria established by HCC. The information required to perform auto-suspension and auto-deletion will be contained in the PeopleSoft Student Administration system. The proposed system must work with the current PeopleSoft environment to perform the auto-suspension and auto-deletion of accounts. A detailed description of the method used to perform these functions utilizing the information in the PeopleSoft system is required.
- 4.3.5.** The vendor's response will identify whether or not a suspended account utilizes one of the seat licenses for the software.
- 4.3.6.** The different options for the un-deletion of user e-mail accounts must be described. If no method of un-deletion, then this must also be disclosed.

4.4. Hardware System Requirements

- 4.4.1.** Describe the architecture of the proposed system and include a logical diagram of the major components and how they interconnect and interact.
- 4.4.2.** The vendor's proposal must include a downscaled version of the production system as a standalone test system for the purposes of testing new features, software and patch updates, external system interfaces, and the like. (Note: If the proposed storage is NAS, SAN, or some other form of a sharable storage system, it will not be necessary to provide a totally separate storage array. However, sufficient extra capacity will be required to support a test system.)
- 4.4.3.** The proposed hardware must include storage system redundancy. The proposed method of achieving this must be described (RAID level used by the disk subsystem). The proposed storage must include hot-swappable drives and include at least one hot spare hard drive per disk array.
- 4.4.4.** The proposed hardware must include redundant, hot-swappable power supplies.
- 4.4.5.** The proposed hardware must be highly available. The system shall be designed for 99.9% availability.

4.5. Sizing Requirements

- 4.5.1. The proposed software licenses must be for 125,000 email accounts with a weekly volume of 8,750,000 inbound and outbound (combined) messages.
- 4.5.2. The system must be able to support e-mail quota management. The system must be able to support a hard quota and soft quota limit.
- 4.5.3. The server hardware must be capable of expanding to 250,000 accounts without any hardware upgrades. The proposed hardware should utilize single instance storage of the e-mail.
- 4.5.4. The vendor response must have five different pricing scenarios included. The pricing will reflect the 5, 10, 25, 50, and 100MB email account sizes. For each scenario proposed, the proposed storage solution must be capable of scaling to 250,000 accounts with a 100MB quota.

4.6. Protocol Requirements

- 4.6.1. The proposed hardware must support the following protocols:
 - 4.6.1.1. Post Office Protocol (POP3)
 - 4.6.1.2. Internet Message Access Protocol (IMAP4)
 - 4.6.1.3. Hyper Text Transfer Protocol (HTTP)
 - 4.6.1.4. Simple Mail Transfer Protocol (SMTP)
 - 4.6.1.5. Lightweight Directory Access Protocol (LDAP)
 - 4.6.1.6. Secure Socket Layer (SSL)
- 4.6.2. The proposed system must also allow the student direct access to a webmail account via HTTP and HTTPS.
- 4.6.3. The proposed system must support secure IMAP and secure POP3.

4.7. Administrative Requirements

- 4.7.1. The proposed system must support multiple DNS sub-domains. For example, the system must allow the configuration of a student e-mail sub-domain (student.hccs.edu) and a faculty e-mail sub-domain (faculty.hccs.edu).
- 4.7.2. The system must provide multiple administrative accounts with configurable levels of access rights and privileges. For example, a super-user account (root), help desk account, and backup administrator account.
- 4.7.3. The proposed system should have some form of scripting capability. Examples of scripting requirements would include the generation of reports, auto provisioning, and creating an interface to a CRM system. If the system has a scripting capability, then the type of scripting language used by the system must be described.

- 4.7.4. The system must have an auditing, reporting, and logging feature. The level of detail provided by these logs and reports must be described. The log format must be described (plain text file, encrypted binary file, or other format).
- 4.7.5. The web browser compatibility and email client compatibility list must be provided for the proposed system. This is to include both Windows and Mac OS-X browsers and email clients.

4.8. Backup and Restore Requirements

- 4.8.1. If the vendor is proposing a system is to be installed in the HCC Data Center, the proposed system must have the ability to be backed up and restored utilizing Veritas NetBackup (Versions 5.1 and 6.0). The method used to backup the email storage must be provided.
- 4.8.2. If the vendor is proposing an Application Service Provider (ASP) or shared system, the vendor's proposal must include complete detail on the backup and restore capabilities. Daily backup tapes must be taken to offsite and secure storage area and retained for a minimum of sixty days.
- 4.8.3. If the vendor is proposing an Application Service Provider (ASP) or shared system, the vendor's proposal must include complete detail on the disaster recovery capabilities of the proposed system.
- 4.8.4. The method of restore must be specified in the vendor's response. In the event of a need to restore an individual email account, will the proposed system allow individual e-mail account restoration or must all of the e-mail accounts be restored to access an individual e-mail account on the backup archives?
- 4.8.5. From time to time, HCC is requested via subpoena to provide copies of emails to or from a specific individual or about a specific subject matter. If the vendor is proposing an Application Service Provider (ASP) or shared system, the vendor's proposal must include the cost for performing this research using archived tapes or the productions system, as well as the cost for producing copies of emails.
- 4.8.6. The vendor's proposal must provide detail on the proposed system's compliance with CALEA regulations.

4.9. Virus, SPAM, and Content Filtering Requirements

- 4.9.1. The system must provide virus scanning of e-mail. The response must describe the brand of virus scanning software(s) and the method of performing this requirement. If the system utilizes custom software to perform this function, the number of virus signatures currently available must be provided. The frequency of

virus signature updates must also be provided. The response must also include the cost of any subscription service required for updates to the virus signature files.

- 4.9.2.** The system must also provide SPAM filtering. The response must describe the brand of SPAM filtering software(s) and the method of performing this requirement. If the system utilizes custom software to perform this function, the number of SPAM signatures must be provided. The frequency of virus and SPAM signature updates should be provided. The response must also include the cost of any subscription service required for updates to the SPAM signature files.
- 4.9.3.** If the vendor is proposing an Application Service Provider (ASP) or shared system, HCC must be able to edit and manage the spam filter settings and capabilities. Describe how this requirement will be met.
- 4.9.4.** The system must also provide content filtering. The response must describe the brand of content filtering software(s) and the method of performing this requirement. Describe the content filtering options and any limitations that may exist.
- 4.9.5.** If the vendor is proposing an Application Service Provider (ASP) or shared system, HCC must be able to edit and manage the content filter settings and capabilities. Describe how this requirement will be met.

4.10. Existing Student Email Account Migration

- 4.10.1.** By the date of the planned cutover to the proposed email system, it is estimated that there will be 30,000 student email accounts setup on the Mirapoint student email system discussed in paragraph 1.2 above. The vendor's response must include a plan and cost of the migration of these accounts, along with the associated emails and folders, to the proposed email system. The successful vendor's project plan and test plan will provide for the account migration process to be completed and tested at least two weeks prior to system cutover.

5. Functional Requirements

5.1. General Requirements

- 5.1.1.** Each student will be assigned an email account, auto-provisioned by the system, during the admissions process. The admission process is performed by the PeopleSoft Student Administration system. The student must be notified that the new student email account has been set up. The vendor's response must describe the proposed method for satisfying this requirement.

- 5.1.2. The proposed email system must support different languages for the webmail interface. English and Spanish are required. Additional languages other than English and Spanish that are available should be listed in the vendor's response.
- 5.1.3. The proposed email system must be online and operational, including all necessary interfaces and scripts to the PeopleSoft Student Administration System completed and tested, by June 30, 2006. The vendor's proposal must specify the date by which a contract must be signed to meet this date.
- 5.1.4. Describe the system's ability to produce usage statistics.
- 5.1.5. The system must provide the ability to purge aged emails. For example, if an email has not been read after a specified length of time such as six months, it is purged from a user's account. Describe how this requirement can be met.

5.2. Address Book Requirements

- 5.2.1. Students must have the capability to create personal address books within the email system utilizing and accessible through the webmail interface.
- 5.2.2. The system should provide the ability to allow address book sharing through the webmail interface.
- 5.2.3. The system must provide the ability for the System Administrator to create a global address book that is accessible by all email users on the system. This global address book must be searchable and be allowed to contain addresses that are not on the system.
- 5.2.4. The system must not allow email users on the system to search or see the other addresses or accounts on the system. Only those addresses that are contained within the global address book will be accessible and searchable by all users on the system.
- 5.2.5. The system must support group addresses. It is very desirable that these can be automatically created and deleted by information contained within the PeopleSoft Student Administration system. For example, a group address for all students that have been previously enrolled in a set of courses might be interested in a related and new degree program for marketing purposes.

5.3. Description of Uses

- 5.3.1. The following describes the various proposed uses of the email system. The vendor's response must describe success stories

and/or anecdotal evidence of how the proposed system has been used to enhance these uses.

- 5.3.1.1.** Admission/Enrollment Services
 - Email copies of digital transcript from other colleges/universities
 - Documentation of residency
 - Personal information confirmation of admission status and residency
 - Class roles for audit purposes
 - Move student to correct classes or from cancelled classes
 - Catalogue and programs
 - Residence programs

- 5.3.1.2.** Registration
 - Creation of user ID and password upon completion of Applications
 - Provide student information and contact information to the HCC Registration at each designated college

- 5.3.1.3.** Counseling
 - Advisement
 - Degree plan counseling

- 5.3.1.4.** Student Support Services
 - Notification of planned events
 - Student Government updates and newsletters
 - Student housing
 - Volunteer opportunities
 - Entertainment

- 5.3.1.5.** Financial Aid
 - Online application can be completed and returned
 - Award information sent to student
 - Follow-up and completion of applications
 - Awareness of additional scholarship availability
 - Orientation notification
 - Work study orientation
 - Acknowledgement of financial orientation completion
 - Mass email for due date and applications deadlines

- 5.3.1.6.** Communications
 - Advise students of available events, projects, service learning projects, parking changes, updates
 - Students have option to opt out of mass mailing generated by HCC

- President's Letters or Chancellor's Letters
- Notification of campus closings due to storms, power outages, etc.

5.3.1.7. Instruction

- Faculty-student interactions
- Student-student interactions
- Student-student services professional interactions

5.3.1.8. Distance Education (DE)

- Intervention with "course repeater" students
- Counseling related needs (i.e., degree planning, graduation updates, career planning, and transfer planning and research, etc.)
- Answer questions regarding the Institution and/or the DE program and course offerings
- Conduct online student surveys (student satisfaction, student withdrawal survey, etc.)
- Send quarterly DE Counseling Newsletters and regular DE newsletters to students (containing important dates/deadlines, student activities, etc.)
- Send college and/or departmental notifications to students.
- Mass mailings regarding technical issues (technical problems, planned downtimes, unplanned outages, etc.)

5.3.1.9. Departmental communications

- Department to student individual mailings
- Mass mailing to student emails for each department's time sensitive information, i.e. canceled class, new sections, etc.
- Cancelled classes with the instructor, etc.

5.3.1.10. Special events, i.e., job fairs, university/college transfer and recruitment fairs, etc.

5.4. Webmail Requirements

5.4.1. The webmail interface must allow for branding of the initial webmail login page and subsequent pages and comply with the guidelines of the HCC Communications office with regards to design layout (e.g., logo placement), including color schemes, fonts, etc. The vendor must describe the different features allowed for the various branding options of the web interface.

- 5.4.2. The webmail interface must support forwarding of student email to a different email account.
- 5.4.3. The webmail interface must allow the student to create additional mail folders on the server.
- 5.4.4. The webmail interface should have a spell-checking feature built into the proposed hardware. The different options of the spell-checking must be listed.
- 5.4.5. The web mail interface should be compatible with software for students with disabilities, such as Wynn Wizard, Dragon Naturally Speaking, Jaws, Browse Allowed, and Zoom Text.

5.5. Mobile Device Support

- 5.5.1. Describe the ability of the proposed system to support mobile devices such as PDAs, cell phones, etc. State which devices are supported by brand and model and how the proposed system supports them.

5.6. Calendar Support

- 5.6.1. Describe the ability of the proposed system to support calendaring.
- 5.6.2. Does the system calendar support integrate with Microsoft Outlook or other client calendar systems? Describe the level of integration and whether a client plug-in required to achieve the integration.
- 5.6.3. Does the system support meeting or event invitations? Describe how this is accomplished.

5.7. Marketing

- 5.7.1. Describe how the system is being utilized by other institutions for marketing purposes.
- 5.7.2. Does the system integrate with any Contact Management Systems and, if so, which ones? Describe the level of this integration.

5.8. Portal Support

- 5.8.1. HCC has will begin a project to implement an Enterprise portal during the next fiscal year. This portal will be installed on servers in the HCC Data Center. Does the proposed email system integrate with Enterprise portals? If so, state which portals.

5.8.2. Describe the level of portal integration supported. If the vendor is proposing an Application Service Provider (ASP) or shared system, the proposal must describe how this integration will be accomplished.

5.9. Other Collaboration Tools

5.9.1. Describe any other collaboration tools the system has that the vendor feels would be beneficial to HCC students. Anecdotal evidence should be provided as to how other higher education institutions are using these tools.

**ATTACHMENT NO. 4
PROJECT NO. 06-31**

**HOUSTON COMMUNITY COLLEGE SYSTEM
DETERMINATION OF GOOD FAITH EFFORT**

Proposer _____

Address _____

Phone _____ Fax Number _____

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

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

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

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

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

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

Signature of Proposer

Title

Date

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

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

Of _____, certify that on the date shown below, I contacted the following small
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on
 HCC Project No. 06-22

DATE CONTACTED	SMALL BUSINESS	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 was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

Signature: _____
 (Proposer)

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

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

**Houston Community College System
Economic Development Office
Post Office Box 667517
Houston, Texas 77266-7517**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 7

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____

Address: _____

Telephone/Fax: _____ Date: _____

TOTAL \$ _____

Contractor \$ _____

Subcontractor(s) \$ _____

Supplier (s): \$ _____

ATTACHMENT NO. 8

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 9

CERTIFICATION AND DISCLOSURE STATEMENT

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2006

Notary Public for the State

Of _____

ATTACHMENT NO. 10

STATE OF TEXAS AFFIDAVIT

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2006.

Notary Public for the State

Of _____

**ATTACHMENT NO. 11
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

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

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

ATTACHMENT NO. 12

ASSURANCE OF SBDP GOAL

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND FIRST TIER 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 = **25%**

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 Bidder may be subject to the loss of the contract or the termination thereof resulting from this bid and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 13 HCCS VENDOR APPLICATION

Houston Community College System (“HCC”) Purchasing Department has developed an online vendor application system. This system 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 HCC. 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 System Purchasing department website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

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

ATTACHMENT NO. 14
HOUSTON COMMUNITY COLLEGE SYSTEM
INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum requirements that the vendor/contractor shall carry during performance of the contract for Student Email Services, Project No. 06-31.

1. **Commercial General Liability for Bodily Injury/Property Damage Limits:**
 - Occurrence/Personal Injury/Advertising/Products/Completed Operations \$1,000,000. CSL
 - Annual Aggregate \$2,000,000. CSL
 - Products Aggregate \$2,000,000. CSL
 - Fire, Lightning or Explosion \$1,000,000. CSL
 - Medical Expense \$5,000 Per Person

2. **Automobile Liability:**
 - Bodily Injury/Property Damage \$1,000,000. CSL

3. **Workers' Compensation:**
 - Part A – Statutory
 - Part B - \$1,000,000. Each Accident
\$1,000,000. Policy Limits
\$1,000,000. Each Employee

4. **Professional Liability:** \$1,000,000.

5. Endorsements:

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

- 90 days Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except Worker's Compensation;
- Waiver of Subrogation on all policies;
- The assigned project number and/or purchase order number.

6. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to Houston Community College System within 14 calendar days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to:

Houston Community College System
Risk Management Office
Post Office Box 667517 (MC-1119)
Houston, Texas 77266

**Houston Community College System
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM
PROPOSED/SAMPLE CONTRACT DOCUMENTS
FOR
SUPPLY AND INSTALL STUDENT EMAIL SYSTEM
PROJECT NO. 06-31**

PROPOSED CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

Note: (Exhibit D is attached hereto.)

EXHIBIT E CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

Note: (If applicable, Attachment No.7, of this solicitation may become Exhibit E in the resulting Contract.)

EXHIBIT F SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE

Note: (A copy of the payment certificate form is attached hereto.)

EXHIBIT G PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

Note: (A copy of the progress assessment form is attached hereto.)

EXHIBIT H INSURANCE REQUIREMENTS

Note: (A copy of the HCC Insurance Requirements is attached hereto.)

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. Contract Award

A response to the solicitation is an offer to contract with Houston Community College System (“HCC”) based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. Contract Term

The Contract performance period shall be negotiated, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of this contract. Any contract renewal or extension may be subject to approval by the Board of Trustees.

3. Interpretation, Jurisdiction and Venue

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. Compliance with Laws

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

5. Taxes

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

6. Termination for Convenience

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

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. **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.

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

The Contractor hereby agrees to attain small business participation in the amount of **25%** of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in EXHIBIT E, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

The Contractor shall meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

10. **Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of HCC.

11. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained herein, if any.

12. Indemnification

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

13. Independent Contractor

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor’s employees or independent subcontractors; that Contractor’s employees shall be paid by the Contractor; that Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

14. Assignment

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

15. Notices

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

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

Contractor:

ATTN: _____

16. **Performance and Payment Bonds**

- A. The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$25,000.00.
- B. The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$100,000.
- C. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must:
 - Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
 - Have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.
- D. The Performance and Payment Bonds must be submitted to the Purchasing Department within fourteen (14) calendar days after receipt of a copy of the executed contract or a Notice of Award. The bonds must be made payable to Houston Community College System.

A Notice to Proceed will not be issued to the Contractor until properly executed bonds are received and accepted by Houston Community College System, Purchasing Department.

17. **Internship Program**

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least the minimum wage required by law.

18. Invoicing and Payment

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

Houston Community College System
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 06-31 and Purchase Order No. _____

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

19. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, Dispensation, or use of illegal drugs or alcohol by the Contractor or its employees While on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

20. Entire Agreement

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

21. Appropriated Funds

The purchase of any service or product under this contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCCS shall have the right to cancel this contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCCS reserves the right to cancel this contract by giving the Contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of this contract, HCCS shall not be responsible for any payment of any service or product received that occur after the end of the current contract period.

EXHIBIT E

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____
 Address: _____
 Telephone/Fax: _____ Date: _____

TOTAL \$ _____
 Contractor \$ _____
 Subcontractor(s) \$ _____
 Supplier (s): \$ _____

EXHIBIT F

**HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION**

Project No. 06-31

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from Prime Contractor/Consultant.)

NAME OF FIRM: _____

ADDRESS: _____

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm has received payment on _____ from _____ in the amount of \$_____ as full payment of our invoice dated _____ for work performed or materials provided during _____ under subject Contract/Project No. _____
(Time Period)

(To be signed by Officer of the firm)

Signature _____

Printed or Typed Name _____

Title _____

Please Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE SYSTEM
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Reporting Period: From _____ To _____

Consultant / Contractor _____ Project No. _____

Total Contract Amount (Prime Contractor) \$ _____

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.
(Prime Contractor)

To be reported monthly:

Name: _____
Signature: _____
Title: _____
Phone: _____
Date: _____

Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

