



Procurement Operations

Request for Proposals (RFP)

Project Name: Property & Casualty Insurance

Project No. RFP 15-22

Posted: June 25, 2015

Proposal Deadline: July 29, 2015 by 12:00 P.M. (local time)

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Exhibit A: List of Property Values, Locations and Square Footage
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HOUSTON COMMUNITY COLLEGE

SECTION 1. REQUEST FOR PROPOSALS - SUMMARY

Date: June 25, 2015

Project Title: Property & Casualty Insurance

Project No.: RFP 15-22

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Senior Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: Hua.Chiu@HCCS.edu

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.

1. General Information:

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves more than 70,000 students each semester, offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

HCC Mission - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

HCC Vision - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

2. Overview:

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified insurance providers (insurance carriers) to provide Property and Casualty Insurance policies as it pertains to Property,

Boiler & Machinery, General Liability, Educators Legal Liability, Excess Liability, Police Professional Liability, Health Professional Liability, Asbestos/Environmental Liability, Workers' Compensation, Automobile Liability, Crime, Accident Insurance, Athletic Injury Insurance, and International Insurance Liability.

The initial period of coverage for all policies must commence at a point in time that prevents any lapse in HCC's coverage under any insurance program. The initial term of any policies shall be for 18 months, in order to assist HCC in moving the policy renewal period to be outside of the Atlantic Hurricane Season. Subsequent renewal periods shall be for 12 months.

It is anticipated that following the initial 18 month policy period, any award under this solicitation shall allow for policy renewals for up to five (5) additional 1 year periods. The term periods are as follows:

Term Period (months)	Calendar
Initial (18)	September 1, 2015 – February 28, 2017
Renewal 1 (12)	March 1, 2017 - February 28, 2018
Renewal 2 (12)	March 1, 2018 - February 28, 2019
Renewal 3 (12)	March 1, 2019 - February 29, 2020
Renewal 4 (12)	March 1, 2020 - February 28, 2021
Renewal 5 (12)	March 1, 2021 - February 28, 2022

This solicitation is being completed in accordance with the Office of the Attorney General – State of Texas Opinion No. JC-0205 (See Exhibit 1). The intent of this solicitation is to solicit proposals from qualified insurance providers (insurance carriers) that are interested in selling binding insurance policies to HCC for the term period noted above. HCC is not procuring brokerage services; however carriers are not prohibited from submitting proposals through outside agents or brokers.

Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide such services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

HCC reserves the right to make single, multiple or no award for the goods or services described herein and as deemed in its own best interests.

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be eighteen (18) months with the option to renew for five (5) one-year terms. 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.

HCC reserves the right to reject any or all proposals or to accept any proposals it considers most favorable to HCC, or to waive irregularities in the Request for Proposal (RFP) and submittal process. HCC further reserves the right to reject all proposals or submittals and terminate the solicitation process or seek new proposals when such procedure is reasonably in the best interest of HCC.

This RFP solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this RFP.

All applicable attachments contained in the RFP shall be completed. Failure to do so may result in the firm's proposal or submittal being declared non-responsive to the solicitation requirements.

Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" firm(s) will require subjective judgments by the Evaluation Committee.

Respondents may take exceptions to any of the terms of this RFP including the attached sample agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions. Where exceptions are rejected, HCC may insist that the respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

The RFP provides information necessary to prepare and submit proposals or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this request for proposals.

3. 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 the Scope of Work/Services and this RFP.

4. Pre-Proposal Meeting: _____ Mandatory X Not Mandatory _____ Not Applicable:

A Non-Mandatory pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar Room) Houston, Texas 77002 on July 9, 2015 at 10:00 am (local time). The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to HCC; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

5. Proposal Due Date/Time:

HCC will accept sealed proposals in original form **until 12:00 PM (local time) on July 29, 2015**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

6. Solicitation Schedule:

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	DATE & TIME
RFP released and posted to HCC's & ESDB's websites	June 25, 2015
Pre-Proposal Meeting:	July 9, 2015 at 10:00 am
Deadline to receive written question/inquiries	July 14, 2015 by 2:00 pm
Response to written questions/inquiries (estimated)	July 17, 2015
Proposal Submittal Due Date	July 29, 2015 by 12:00 pm (local time)
Anticipated Board Recommendation and Approval	August 2015

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on Procurement Operations web site for your convenience. HCC is under no obligation to notify any parties considering responding to this RFP of any changes in the solicitation schedule above.

7. 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 p.m. (local time) on July 14, 2015.

8. 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 addenda will be posted on the [HCC Website](#). 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.

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. 1 of this RFP (Proposal/Contract Award Form).

9. Commitment:

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value 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.

10. Acquisition from Other Sources:

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

11. 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](#).

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

12. Obligation and Waivers:

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

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

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 RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH ANY PROPOSER. WHEN AN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.

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.

13. Contract Award:

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

14. 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 HCCs discretion.

15. 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 an oral presentation to HCC during this process. 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.

16. Small Business Development Program (SBDP):

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except

Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program; however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To be eligible, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, and Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

For this solicitation, HCC has established **Best Efforts** as its goal for Small Business participation.

Best 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.

17. Prohibited Communications and Political Contributions:

Except as provided in exceptions below, political contributions and 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, respondent, 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 thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the 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.

18. 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.

19. 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. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

20. 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.

21. 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.

22. 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. 4, Conflict of Interest Questionnaire Form, and Attachment No. 5, 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. 4 and Attachment No. 5** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

23. 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.

24. No Third Party Rights:

This Contract is made for the sole benefit of 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.

25. 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.

26. 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.

27. Submission Waiver:

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

28. Indemnification:

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee

and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

29. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

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SECTION 2. 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 (RFP) 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. 1). 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 attached **documents in your request for proposal package**:

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Proposer's Certifications
Attachment No. 4	Conflict of Interest Questionnaire
Attachment No. 5	Financial Interests and Potential Conflicts of Interest

Note: Attachments 1, 4, and 5 should be signed and notarized.

3. Document Format and Content:

- 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 the Scope of Work/Services, above.
- 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 printed and one (1) electronic copy** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- g) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 1 and delivered to:

Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 15-22
Title: Property & Casualty Insurance
- h) 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.
- i) Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- j) Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

4. Proposer Response:

General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Work/Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

- A. **Cover letter:** The cover letter shall not exceed 1 page in length, summarizing key points in the proposal.
- B. **Table of Contents:**
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- C. **Tab 1: Insurance Carrier's Profile, Overview, Qualification and Experience:**
Provide details as to the following:
 - 1) Profile of the Insurance Carrier: Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of

incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the Insurance Carrier is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only individual firms or lawfully formed business organizations may apply. This does not preclude a respondent from using consultants or agents.

- 2) Overview of the Insurance Carrier: Provide a brief description of your firm, including the total number of supporting personnel related to providing insurance products as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC.
 - a) Provide firm's principal(s) and staff commitment in providing the coverages sought in this solicitation.
 - b) Provide firm's overall ability in providing insurance and describe the programs your firm has been associated with in providing the coverages described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the program requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) Qualifications & Experience of the Insurance Carrier: Balance of this section should establish the ability of the Proposer to satisfactorily provide the required products and services.

Provide a detailed list where your firm has provided similar insurance products during the past 3 years including but not limited to, state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, and other special authorities and districts.

HCC may verify all information furnished. As a minimum, include the following:

- 1) Insured Name, Location – Years of coverage.
- 2) Brief program description.
- 3) Owner's Name, title, and current phone number.
- 4) Provide documented experience in providing the types of coverages described herein especially related to community or junior college program experience or higher education facilities experience and with regard to accomplishment of past programs involving insurance products and related services.
- 5) Provide a detailed list of insurance products and services provided during the engagement and value added your firm provided in identifying and reducing areas of risk that resulted in reductions in claims and premiums during the contract term.

D. Tab 2 – Demonstrated Qualifications of Insurance Carrier's Personnel and Team:

This section should discuss the proposed designated staff of the insurer (key personnel) committed to this program and providing the services described in this solicitation.

Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the coverages described in the Scope of Services. Please include the following:

- 1) A brief description of their unique qualifications as it pertains to this solicitation.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the requirements.
- 3) Personnel's job functions, role, percent of time to be assigned to this client and office location.
- 4) Provide documented expertise of individuals employed by the firm, who will be directly involved in servicing HCC, and their philosophy in working with HCC to identify areas of risk where

working together HCC can transform behavior to reduce risk and claims with the goal of realizing a safer environment and lower premiums.

- 5) For each key personnel proposed, provide a list of similar clients with whom they have worked under similar insurance programs and include detailed description of their particular role with the client, length of time servicing the client, risk mitigation and related successes realized.

E. Tab 3 –Insurance Carrier’s Proposed Approach & Methodology:

This section should describe and discuss the Insurance Carrier’s proposed approach and methodology in providing the policies and services described in this solicitation. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested policies and services proposed in response to this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the types of insurance products and level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the insurance products and services comply with the requirements of this RFP.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for the insurance products defined in the solicitation.
- 3) Description of your firm’s approach and ability to provide appropriate services in a timely manner.
- 4) Provide a detailed implementation plan with projected start and end dates of completion task related to the insurance products noted in the RFP and related services offered to help identify and reduce risk. Note the resources (human and otherwise) required supporting the services offered and list of any required HCC resources or expectations needed in order to meet the proposed timeline.
- 5) HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
- 6) Training: Describe any training and development program that your firm offers for both full time and part- time personnel (i.e., students or temporary/contracted workers) as it relates to all aspects of the insurance products offered including cultural transformation to help identify and reduce risk that will lead to safer work environment and lower premiums.
- 7) Quality: 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 with HCC. Your response should include how you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 8) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 9) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. 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.
- 10) Describe your firm’s methodology for collaboration and providing information flow between HCC and all team members for the duration of any policy term including:
 - a. Identify the means and methods to be used to develop communication protocol; and
 - b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.
- 11) Describe the types of reports or other written documents Proposer will provide and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples

of reports and documents if appropriate.

F. Tab 4 – Insurance Carrier’s Past Performance and References:

This section should establish the ability of the Insurance Carrier (and its designated agent, if any) to satisfactorily provide the required insurance products and services. Provide examples of similar insurance programs provided to other public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following:

- 1) Insured Name, Location.
- 2) Past performance in effectively responding to problems presented in delivering the insurance products and services.
- 3) Provide documentation of successful strategies and methodology taken by your firm to meet the priorities and goals defined in the scope of services. Describe efforts taken and overall effectiveness.
- 4) Describe lessons learned with previous customers providing insurance products or services that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 5) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to insurance products described in this RFP. Provide relevant samples of work that illustrate the level of quality, effort and professionalism that your firm proposes to deliver to HCC in performing the services described in this RFP.
- 6) Provide a list of all policies that have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such terminated or non-renewed policies, if known.
- 7) Provide information concerning any prior or pending litigation, either civil or criminal, or governmental investigation, which may affect the provision of insurance products or the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub vendors is or has been involved within the last three (3) years.
- 8) Provide a list of any products or services that your firm has provided for Houston Community College during the last three (3) years, including a detailed description of the products or services.
- 9) Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recent insurance products or services provided.

G. Tab 5 – Price/Cost Schedules, Premium Rates:

The Insurance Carrier shall furnish all resources and services necessary and required to provide insurance products and related services, in accordance with the Scope of Services, and the general terms and conditions for the proposed price(s) listed in Section 5 – Price Proposal.

- 1) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 2) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 3) For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated policies. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.
- 4) Proposer will fully disclose any and all commissions and/or fees which would be payable, directly or indirectly, to any and all insurance intermediaries involved in the placement of the coverage(s) that is the subject of this RFP.
- 5) HCC may consider quotes with multi-year rate guarantees or rate caps for renewal periods in one (1) year terms, based on fiscal year funding or appropriations, existing terms, conditions,

quality of service, and competitive prices.

H. Tab 6 – Insurance Carrier’s Small Business Practices:

This section shall include a clear statement of the Insurance Carrier’s commitment and plan to meet the small business goal specified in this solicitation, if any;

- 1) Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- 2) For this solicitation, HCC has a small business participation goal of **Best Effort**. Up to 5 additional points may be awarded to carriers and insurers who demonstrate affiliations with and utilize certified small businesses in the provision of the insurance policies sought in this solicitation.

I. Business Relationship Strength:

“Business Relationship Strength” for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful “relationship” between the selected contractor and HCC for the duration of the policy terms. Respondent’s Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful “relationship” with HCC. At a minimum, your response must include: (a) your definition of a mutually successful “relationship” between your firm and HCC; and (b) your firm’s commitment to a mutually successful “relationship” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the policy terms.

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the respondent.

J. Insurance Carrier’s Financial Status:

- 1) Provide a copy of Insurance Carrier’s financial statements for the past two (2) years, demonstrating that the firm is in good financial standing and current in payment of all taxes and fees such as state franchise fees.
- 2) Provide a financial rating of the Insurance Carrier’s and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Insurance Carrier’s.
- 3) Provide information concerning status of any existing defaults on any loan agreement or financing agreement with any bank, financial institution, or other entity? If any, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 4) Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

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SECTION 3. PROPOSAL EVALUATIONS

1. 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.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Insurance Carrier's Profile, Overview and Qualification and Experience Section II, 4, C (Tab 1)	5
Demonstrated Qualifications of Insurance Carrier's Personnel and Team Section II, 4, D (Tab 2)	5
Insurance Carrier's Proposed Approach and Methodology Section II, 4, E (Tab 3)	5
Insurance Carrier's Past Performance & References Section II, 4, F (Tab 4)	5
Price/Cost Schedules, Premium Rates Section II, 4, G (Tab 5)	75
Insurance Carrier's Small Business Practices Section II, 4, H (Tab 6)	5
Total Points	100

2. 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. 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.

Responsible proposers, at a minimum, must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 3) Have a satisfactory record of past performance;
 - 4) Have necessary personnel and management capability to perform any resulting contract;
 - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 6) 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; and
 - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b) Proposer(s) may be requested to submit additional written evidence verifying that the firm

meets the minimum requirements described above 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.

- c) 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.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- e) Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.
- f) HCC reserves the right to negotiate any cost component or other term of a firm's proposal.
- g) HCC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals or portions of proposals and to re-solicit proposals or portions of proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of HCC.

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SECTION 4. SCOPE OF SERVICES**HOUSTON COMMUNITY COLLEGE SYSTEM
COMMERCIAL INSURANCE APPLICATION INFORMATION**

INSURED:	Houston Community College System Houston Community College Foundation Houston Community College TV Broadcasting Station *
PROPOSED EFFECTIVE DATE:	September 1, 2015 (12:01am) to February 28, 2017 (12:01am), or earlier if necessary to prevent any lapse in HCC's coverage
ADDITIONAL INFORMATION FOR ALL LINES OF COVERAGE CONTACT:	Jennifer Chiu, Senior Buyer Email: Hua.Chiu@HCCS.edu Telephone: (713) 718-5138
LOCATION:	Houston Community College 3100 Main Street, 11 th Floor Houston, Texas 77002 See Attached Property Schedule for Complete List of Locations
NATURE OF BUSINESS:	Community College
UNDERWRITING INFORMATION:	<ol style="list-style-type: none"> 1. 90 day Notice of Cancellation on ALL LINES OF COVERAGE 2. Federal ID Number: 1-74-1709152-1 3. HCCS IRS Tax Status: Political Sub-Division of the State of Texas 4. Foundation IRS Tax Status: Non-Profit Organization under IRS 503C 5. The insurance underwriting information has been separated by line of coverage. 6. Coverage may be combined if the pricing, coverage and deductible are favorable to HCCS
LOSS DATA:	See Loss Information in Attached Exhibits
Certificates of Insurance:	All Certificates of Insurance must be received by HCC not later than September 1, 2015

* The TV Broadcasting Station is not a separate entity

1) General Information:

HCC desires to secure a competitive insurance program that will provide the broadest coverage at the most competitive price available. These specifications will allow HCC to select the vendor who can provide such a program in accordance with this RFP.

Vendors may not reserve any market prior to the release date of the RFP; any markets previously reserved must be released. The criteria for a particular vendor having blocked (or reserved) a market rests solely with the underwriting department of any insurance company with agencies wishing to participate in the RFP process and not with the Houston Community College.

Furthermore, insurance companies have unilateral authority to assign an Agent of Record of their choice, however such Agent of Record shall not become HCC's Agent of Record, and HCC shall not be responsible for the payment of any fees or commissions to such agent or broker. This RFP shall be accepted as HCC's release of any such actions in

order to free the market of any particular insurance company.

Please note Exhibit 2 HCCS Agent-Broker of Record TERMINATION Letter

It shall be understood that in accordance with the aforementioned Attorney General Opinion (JC-0205), it is the intention of Houston Community College to follow an open and competitive procurement process for the selection of insurance carriers to provide binding insurance coverage for the period noted above and in accordance with this RFP. HCC is not seeking an agent/broker of record.

HCC will not be responsible for determining a blocked market based on the actions or timing of any particular fax, intent letters mailed or delivered, or consideration of prior/current relationship to any underwriter, other than to enforce the release date.

All interested insurance carriers should respond to this RFP and may assign and or partner with the most qualified firm of their choosing.

Houston Community College currently has a Small Business Development Program which we encourage all responding firms to consider in accordance with the terms and conditions noted in this RFP.

2) Minimum Qualifications:

Proposer must respond to the following Minimum Requirements under Section II, Tab 3 Proposed Approach and Methodology.

- 1) The Proposer must be properly licensed by the State of Texas to provide the services proposed and must provide a copy of all licenses to the College that are the subject of this RFP.
- 2) Minimum Financial Rating of Insurers Proposed to Provide Insurance
 - i) Proposed insurers must have an A.M. Best rating of "A-X" or better at the date of award of contract.
 - ii) A Lloyd's company will be acceptable if it is a 100% owned subsidiary of a parent with an A.M. Best Financial Strength Rating (FSR) of "A-" or higher, or a guaranty bond with proper power of attorney should be submitted with your proposal.
 - iii) A program or plan qualifying under the Interlocal Cooperation Act, Chapter 791, Title 7, Government Code, or equivalent, will also be acceptable.
- 3) The Proposer shall have, at inception of the Contract and shall maintain throughout the term of the Contract (including any renewals, extensions or replacements thereof), the following insurance policies:
 - (a) Professional liability insurance with limits of at least \$1 million, and
 - (b) Employee dishonesty insurance with limits of at least \$200,000.

Professional liability coverage written on a "claims-made" form must provide for an extended reporting period of 24 months after the date of termination of the Service Agreement.

Proposer must disclose the following:

- (1) Amount of any impairment to policy limits as a result of prior claim payment.
- (2) Existence of any threatened or ongoing litigation that has potential to adversely affect limits of liability.

Proposer shall provide the College with thirty (30) days written notice of erosion of aggregate limit of the professional liability coverage.

Such insurance will be provided by insurers which are authorized or admitted to provide such insurance in the

State of Texas and will have an A.M. Best rating of at least "A-X" at the date of award of contract. The Proposer will provide the College with evidence of such insurance that is satisfactory to the College.

The Proposer should provide the College with a copy of the declarations page and a copy of all endorsements at the inception date of the Contract and on each anniversary date thereafter.

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SCOPE OF COVERAGE

PROPERTY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

		Yes	No	Differences – If Any
	Blanket Building, Personal Property **			
	Blanket Electronic Data Equipment, Computer Hardware, Software & Media			
	Business Income			
	Total Insured Values			

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

DEDUCTIBLES:

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

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

SCOPE OF COVERAGE
PROPERTY
(Continued)

VALUATION:

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

COINSURANCE:

	Yes	No	Differences If Any
Waived			

**ADDITIONAL LIMITS
OF COVERAGE:**

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

SCOPE OF COVERAGE
PROPERTY
(Continued)

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

SCOPE OF COVERAGE
PROPERTY
(Continued)

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

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

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

**TERMS AND
CONDITIONS:**

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

SCOPE OF COVERAGE
PROPERTY
(Continued)

**TERMS AND
CONDITIONS:**
(Continued)

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

**EXPOSURE
BASIS:**

Please Refer to the Property Schedule

SCOPE OF COVERAGE
PROPERTY
(Continued)

**SPECIAL
NOTES:**

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

EXHIBITS:

- List of Property by location, indicating the values for the Buildings, Contents, Computers and Business Income - EXHIBIT "A" (EXHIBIT "A" is a list of current locations. The values include a 5% increase over the values on the current policy. This information may be revised prior to September 1, 2015 renewal.)
- Information on Alarm Systems. EXHIBIT "B"
- Loss Information. EXHIBIT "C"

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SCOPE OF COVERAGE
BOILER & MACHINERY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

SUBLIMITS:

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

DEDUCTIBLES:

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

* Alternative Deductibles will be considered.

SCOPE OF COVERAGE
BOILER & MACHINERY
(Continued)

**TERMS AND
CONDITIONS:**

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

**SPECIAL
NOTES:**

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

EXHIBITS:

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

SCOPE OF COVERAGE
CRIME

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

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

DEDUCTIBLES:

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

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

**SPECIAL
NOTES:**

- All audit procedures and internal controls are complied with Annual Audit
- Countersignatures on ALL checks
- Separation of Duties for the Reconciliation, Depositing and Withdrawing from bank accounts
- No known or discovered losses
- Classification:
 - Full Time Employees 2,275
 - Part Time Employees 1,025
 - Part Time Faculty 2,702
- Dunbar Armored pick up money at the locations indicated on EXHIBIT “B”

EXHIBITS:

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

SCOPE OF COVERAGE
GENERAL LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

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

**TERMS AND
CONDITIONS:**

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

SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

**TERMS AND
CONDITIONS**
(Continued):

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

SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

PREMIUM BASIS:

Child Care Centers – 41716	34	Children			
Grandstands or Bleachers – 44194 <i>Note: One bleacher is located at Central campus inside the Gym area.</i>	1	Each			
Schools – Colleges, Universities, Junior Colleges, College Prep – 67509 <i>Note: Includes Products & Completed Operations</i>	2,280,740	Square Ft			
Lessors Risk Only – 61212 <i>Note: Owned premises leased as Campus Bookstore's and, retail office space.</i>	276,985	Square Ft			
Restaurant <i>Note: Administration Building located at 3100 Main has a teaching school. There is a restaurant located on site, which serves the general public, students and faculty. The school also caters to System wide functions.</i>	465,647	Sales			
Vacant Land – 49452	207	Acres			
Fitness Center - 44311	35,324	Receipts			
Garage Liability – 10073 <i>Note: The Automobile Training Center is located at 4615 Airline. The students do work on privately owned vehicles; however they do not charge a Labor Fee. The owner of the vehicles must furnish the parts.</i>	If Any				
Truck Driving Classes	500	Students			

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SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

**SPECIAL
NOTES:**

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

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SCOPE OF COVERAGE
GENERAL LIABILITY
(Continued)

**SPECIAL
NOTES**

(Continued):

- Athletic Activities – HCCS has system wide intramural sports for the 2013-2014 year. This will include Flag Football, Basketball, Soccer and Softball/Baseball. Ultimate Frisbee, Volleyball, Tennis and Bowling may be added.
- HCCS Facility used by others: Auditorium at West Loop Campus used by a Church
- HCCS does control the use of its facilities by organizing or supervising the events.
- HCCS does not own, operate, manage or control any utility, electric power generating plant, cogeneration plant, steam plant, water plant, sewage treatment facility or similar utility that provides service for HCCS or to others.
- Students of HCCS travel to foreign countries. Last year there were 20 students and 5 faculty members who traveled to countries such as Mexico, China, France, Germany and the U.K. This travel is in the summer and is usually for 4 or 5 weeks. The students take classes in language and culture.

EXHIBITS:

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

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SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

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

DEDUCTIBLES:

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

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

PREMIUM BASIS:

Full Time Students	17,288			
Part Time Non-Credit	42,673			
Students Fall Enrollment	70,201			
FTE Faculty	1,361			
Full Time Faculty	844			
Part Time Faculty	2702			
Administrative, Professional & Managerial Staff	1166			
All Other Employees	1290			

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SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY
(Continued)

**TERMS AND
CONDITIONS:**

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

SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY
(Continued)

**TERMS AND
CONDITIONS**
(Continued):

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

**SPECIAL
NOTES:**

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

SCOPE OF COVERAGE
EDUCATORS LEGAL LIABILITY

(Continued)

**SPECIAL
NOTES**

(Continued):

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

ENCLOSURES:

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

LOSS INFORMATION: EXHIBIT R

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SCOPE OF COVERAGE
EXCESS LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

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

TERMS AND CONDITIONS:

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

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SCOPE OF COVERAGE
EXCESS LIABILITY
(Continued)

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

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

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**SCOPE OF COVERAGE
EXCESS LIABILITY**

3100 & 3200 Main

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

**TERMS AND
CONDITIONS:**

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

**SPECIAL
NOTE:**

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

EXPOSURES:

- Loss Information – EXHIBIT "J".

SCOPE OF COVERAGE
POLICE PROFESSIONAL LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

**TERMS AND
CONDITIONS:**

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

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 0			

PREMIUM BASIS:

# of Full Time Police Officers	70			
# of Full Time Security Guards	26			
# of Full Time Dispatchers	5			
# of Part Time Police Officers	6			
# of Part Time Security Guards	7			
# of Part Time Dispatchers	0			

**SPECIAL
NOTES:**

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

EXHIBIT:

- Loss Information EXHIBIT "G"

SCOPE OF COVERAGE
HEALTH PROFESSIONAL LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

* Coverage may be included with General Liability

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Wrongful Acts *			

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

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 0				

**SPECIAL
NOTES:**

- Currently there are over 300 Certificates of Insurance that must be issued annually.
- Certificates of Insurance must be received by HCC not later than September 1, 2015.

EXHIBITS:

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

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SCOPE OF COVERAGE
ASBESTOS/ENVIRONMENTAL LIABILITY

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

* Current policy covers exposures located at 3100 Main only.

DEDUCTIBLES:

		Yes	No	Differences – If Any
\$ 25,000				

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

**TERMS AND
CONDITIONS:**

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

ENCLOSURES:

- Loss Information: EXHIBIT “K”

SCOPE OF COVERAGE
WORKERS' COMPENSATION

ATTACHMENTS:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

**TERMS &
CONDITIONS:**

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

CLASSIFICATIONS:

8868	Professional Employees	\$ 138,540,244			
8810	Clerical	\$ 30,912,499			
9101	All Others	\$ 6,948,056			
	Total Payroll	\$ 176,400,798			

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**SCOPE OF COVERAGE
WORKERS' COMPENSATION**

(Continued)

**UNDERWRITING
INFORMATION:**

Number of Employees at each College.

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

SYSTEM	1425			
Central College	1120			
Northwest College	985			
Northeast College	657			
Southwest College	918			
Southeast College	584			
Coleman College	259			

**SPECIAL
NOTES:**

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

ENCLOSURES:

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

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**SCOPE OF COVERAGE
AUTOMOBILE LIABILITY**

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

COVERAGE:

LIABILITY:

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

PHYSICAL DAMAGE:

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

DEDUCTIBLES:

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

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

PREMIUM BASIS: Please refer to the Automobile Schedule

**SCOPE OF COVERAGE
ACCIDENT POLICY**

HCCS Board Members

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

PREMIUM BASIS:

Active Board Members	9			
Chancellor	1			
Vice Chancellor	5			
Presidents	6			

**TERM AND
CONDITIONS:**

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

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SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
HEALTH/SCIENCE PROGRAMS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

	Yes	No	Differences If Any
Coverage for all Health/Science Students			
2,535 Students			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

EXHIBIT:

- List of Curriculum EXHIBIT “I”

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SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
TRUCK DRIVERS PROGRAMS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

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

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

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SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
HCC BOARD MEMBERS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Coverage for in town travel of active Board members (9) during business on behalf of the college on a 24 hour basis.			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

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SCOPE OF COVERAGE
EMPLOYED LAWYERS PROFESSIONAL LIABILITY INSURANCE

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

		Yes	No	Differences If Any
\$ 3,000,000	Per Claim / in the Aggregate (including Defense Cost)			

**TERMS AND
CONDITIONS:**

	Yes	No	Differences If Any
Retroactive Dates: 02/01/1992			

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$10,000			Per Claim

**UNDERWRITERS
INFORMATION:**

	Yes	No	Differences – If Any
HCC is Not For Profit entity.			
Average time of service of HCC Board Members – (6 years)			
Number of full time In-House Counsel (3)			
Does In-House Counsel issue legal opinions with respect to registration statements filed with any securities commission?		x	
Does In-House Counsel sign registration statement for HCC?		x	
Does In-House Counsel serve on the Board of Directors or equivalent governing body of HCC?		x	
Has HCC made a public offering of debt or equity within the past two (2) year?	x		
If HCC is a private company, does it have a filing requirement with the U.S. Securities and Exchange Commission?		x	
Does HCC plan to merge, acquire, or be acquired by or with another entity or consolidate any of it Subsidiaries within the next twelve (12) months?		x	

Does HCC anticipate any registration of securities under the Securities Act of 1933 (or any similar state or foreign rule or law) or any other offering of securities within the next twelve (12) months?		x	
Does In-House Counsel issue written legal opinions to outside parties in connection with sales, acquisitions or other transactions?		x	
Does In-House Counsel serve on a due diligence committee or perform legal professional services in connection with HCC's mergers, acquisitions or consolidations?		x	
Does In-House Counsel appear in court for HCC or other parties in the course of his employment for HCC?		x	
Does In-House Counsel provide personal legal professional services with respect to criminal, matrimonial or intellectual property law or estate/financial planning?		x	
Does HCC carry Directors and Officers, Employment Practices Liability, Professional Liability Insurance?	x		
Has any insurance carrier refused, canceled or non-renewed HCC Directors and Officers or other management liability insurance, Employment Practices Liability Insurance or Professional Liability Insurance for In-House Counsel?		x	
Has In-House Counsel been subject to any discipline by, or been refused admission to any bar, court or administrative agency?		x	
Has HCC or In-House Counsel been charged with a violation of any federal, state or foreign securities law, rule or regulation in any court or by any civil, criminal, administrative or regulatory agency?		x	
After reasonable inquiry, is In-House Counsel or HCC aware of any claims or actions against any person proposed for insurance in his or her capacity as In-House Counsel within the past three (3) years?		x	
After reasonable inquiry, is In-House Counsel or HCC, aware, or any act, error or omission which may reasonably be expected to give rise to a claim against In-House Counsel?		x	

EXHIBITS:

- See EXHIBIT "Y"

SCOPE OF COVERAGE
ACCIDENT INSURANCE PROGRAM
UPWARD BOUND PROGRAMS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

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

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 100			

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SCOPE OF COVERAGE
ATHLETIC INJURY INSURANCE
CLUB SPORTS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

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

DEDUCTIBLES:

	Yes	No	Differences – If Any
\$ 750			

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SCOPE OF COVERAGE
ATHLETIC INJURY INSURANCE
CLUB SPORTS
(Continued)

PREMIUM BASIS:

Athletic Club Sport Covered Participants
2015-2016

District - 3100 Main	Men	Women
Cheerleading	1	5
Soccer		0
Tennis		
Baseball		0
Cycling		1
Volleyball	0	10
Central - 1300 Holman	Men	Women
Basketball	0	0
Northwest - 1010 W Sam Houston Pkwy N.	Men	Women
Basketball	15	14
Soccer	25	18
Southeast - 6815 Rustic	Men	Women
Soccer	0	0
Southwest - 9910 Cash Road	Men	Women
Basketball	13	0
Tennis	11	10
Cycling	3	2

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SCOPE OF COVERAGE
CATASTROPHIC ATHLETIC INJURY INSURANCE
CLUB SPORTS

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

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

DEDUCTIBLES:

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

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**SCOPE OF COVERAGE
STORAGE TANK LIABILITY**

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

DEDUCTIBLES:

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

EXHIBIT:

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

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SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
LIABILITY PACKAGE

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
LIABILITY PACKAGE

(Continued)

PREMIUM BASIS:

Number of trips traveled out of country, average length of each trip and number of HCC people traveling				
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**TERM AND
CONDITIONS:**

	Yes	No	Differences If Any
Insured's Operations teachers, administrators, Board members and staff taking various approved trips during the year.			
Countries of Operation: Vietnam, Italy, France, Germany, Australia, Bolivia, Austria			
Coverage Territory: Anywhere in the world excluding the United States of America (including territories & possessions), Puerto Rico, any country or jurisdiction which is subjected to trade and economic sanctions imposed by the United States of America			
Applicable to GL:			
Notice of Occurrence			
Blanket Additional Insured Where Required by Contract			
Applicable to Auto:			
Hired/Non-Owned Auto Physical Damage Coverage			
Deletion of Fellow Employee Exclusion			
Applicable to Employers Responsibility:			
War Coverage			
Voluntary Compensation			

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SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
ACCIDENTAL DEATH & DISMEMBERMENT

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

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

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

**TERMS AND
CONDITIONS:**

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

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SCOPE OF COVERAGE
INTERNATIONAL INSURANCE
EXECUTIVE PROTECTION

ATTACHMENT:September 1, 2015 (12:01am) to February 28, 2017 (12:01am)

LIMITS:

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

TERMS AND CONDITIONS:

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

SECTION 5. PRICE PROPOSAL

(Possible 75 Points; See Section 3.1)

Proposer must complete this section in its entirety, and may supplement this section with additional pages as warranted to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The proposed premium shall be for the

The Premium proposed for each line of coverage shall be a firm fixed cost for the proposed policy term which shall be from September 1, 2015 – February 28, 2017.

HCC reserves the right to seek clarification and negotiate all proposed cost it deems in its own best interests.

The proposed prices shall be inclusive of any fees or commissions that the insurer may pay out to agents or broker designated by the insurer; any such fees or commissions shall be disclosed using a supplemental sheet for each line of service where the fee or commission may be assessed, but payment of such fee or commission shall be the sole responsibility of the insurer.

Any pricing adjustments due to unbundling from proposed package offering must be disclosed for any lines of coverage applicable.

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Recognizing that there are important considerations other than costs, HCC may not necessarily select the proposal with the lowest costs for a particular line of coverage and reserves the exclusive right to determine best value based on combination of all lines of coverage proposed.

Price points shall be calculated based on the following formula:

NOTE: Signature is required at the end of this Section 5. Price Proposal

Balance of page intentionally left blank.

Coverage Item	Premium
1. Commercial Property	\$
2. Boiler & Machinery	\$
3. Commercial Crime	\$
4. General Liability	\$
5. Educators Legal Liability	\$
6. Excess Liability	\$
7. Excess Liability (3100 & 3200 Main)	\$
8. Police Professional Liability	\$
9. Health Professional Liability	\$
10. Asbestos/Environmental Liability	\$
11. Workers' Compensation and Employer's Liability	\$
12. Business Automobile	\$
13. Accident Policy – Board Members	\$
14. Accident Policy – Health/Science Programs	\$
15. Accident Policy – Truck Drivers Programs	\$
16. Accident Policy – Upward Bound Programs	\$
17. Athletic Injury	\$
18. Catastrophic Athletic Injury	\$
19. Storage Tank Liability	\$
20. Professional Liability Employed Lawyer	\$
21. Trip & Travel Accident Only Insurance – Board Member	\$
Total	\$

Any commissions or fees payable to an agent or broker designated by the insurer that are included in the above premiums must be disclosed on a separate sheet to be provided by the Proposer.

For this Section 5 - Price Proposal:

Company:	
Signature:	
Name:	
Title:	
Date:	

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

PROJECT TITLE: Property & Casualty Insurance

PROJECT NO.: RFP 15-22

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Request for Proposals for providing _____, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the 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 and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this 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 _____ day of _____, 2015.

Notary Public for the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT FORM
HCC PROJECT NO. RFP 15-22**

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. 3 and No. 4)

_____ 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 3
PROPOSER CERTIFICATIONS
HCC PROJECT NO.: RFP 15-22**

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

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

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

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

3. ASSURANCE OF SBDP GOAL:

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = Best Efforts

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

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

4. CERTIFICATION AND DISCLOSURE STATEMENT:

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

5. DISCLOSURE OF OWNERSHIP INTERESTS:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of 10% or more. This requirement applies to any agency with/through whom the carrier is responding.

6. PROHIBITED CONTRACTS/PURCHASES:

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

**EXHIBIT 1 - TO ATTACHMENT NO 3
OWNERSHIP INTEREST DISCLOSURE LIST
HCC PROJECT NO RFP 15-22**

Instruction: Using the following table, please fill in the names of any member of the Respondent’s company who is a “Contractor” (as defined in Section 5 above); any person with an ownership interest of 10% or more; this requirement applies to any agency with/through whom the carrier is responding.

Name	Title	Company Name

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO 3
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 15-22**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO 4
HCC PROJECT NO. RFP 15-22**

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

Adopted 06/29/2007

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**ATTACHMENT NO 5
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 15-22**

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 one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

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

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 of 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: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL 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

State of _____

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

this the _____ day of _____, 2015

Notary Public for the State of: _____