

Solicitation Amendment No. 001

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| To: Prospective Bidder/Offeror: | Date: |
| Prospective Proposers | January 15, 2013 |
| Project Title: | Project No.: |
| Small Business Program Consultant | 13-17 |
| <p>Description of Solicitation Amendment:</p> <p>The referenced Request for Proposal is hereby amended as set forth below:</p> <ol style="list-style-type: none"> 1. The new contact person for this solicitation is Mr. Reginald Harmon, reginald.harmon@hccs.edu, (713) 718-5029. 2. Questions and answers (Q&A) - The due date for Q&A is extended to January 17, 2013 at 3:00pm (local time). 3. Section VIII. Eligibility for Award, Subsection "g" is hereby replaced with the following: "Firm shall maintain in effect for the full contract term Insurance in the types and amount noted in Exhibit B of Attachment No. 9 Sample Consulting Services Agreement." (see Exhibit B below). <p>Except as provided herein, all terms and conditions of the solicitation, remain unchanged and in full force and effect.</p> | |
| Acknowledgement of Amendment No. by: | Date: |
| | |
| Company Name (Bidder/Offeror): | |
| | |
| Signed by: | |
| | |
| Name (Type or Print): | Title: |
| | |

REVISED

Exhibit B

Insurance Requirements

Contractor shall maintain, for the full term of the Contract:

Errors and omissions insurance to be carried by technology professionals and consultants for the project with limits of at least one million dollars (\$1,000,000) single occurrence, with a preferred deductible of not more than twenty-five thousand Dollars (\$25,000), however other deductibles will be considered. The project-specific insurance shall be maintained for a period of not less than one (1) year after the completion of the Services to be performed under the Contract.

Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage. Such policy/ies shall include within its scope coverage for claims including, but not limited to:

damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employees, or

damages arising from personal or advertising injury

applicable to the Contractor's obligations under the Contract, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors.

Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence, or disease. Notwithstanding the foregoing, Contractor shall carry Worker's Compensation in the amounts and as required under Texas law.

General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

The certificate of insurance should include HCC as an additional insured and a waiver of subrogation on all policies.

Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to HCC.

Before commencement of the Services under this Contract, certificates of insurance shall be furnished to HCC, with complete copies of policies to be furnished to HCC promptly upon request.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or



Procurement Operations
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Houston, TX 77002

reduced in required limits of liability or amounts of insurance until notice has been mailed to HCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except worker's compensation and professional liability shall add HCC, HCC's employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.

Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to HCC) or shall be two times the occurrence limits stipulated.

If Contractor fails to maintain any required insurance, HCC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due the Contractor.

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