

**Houston Community College System  
Procurement Operations**



**HOUSTON COMMUNITY COLLEGE SYSTEM**

**INVITATION FOR BIDS**

**FOR**

**AUTODESK DESIGN INSTITUTE SYSTEM SOFTWARE  
PACKAGE**

**PROJECT NO. 07-02**

# INVITATION FOR BIDS

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**HOUSTON COMMUNITY COLLEGE SYSTEM**

**INVITATION FOR BIDS - SUMMARY**

**Date: September 25, 2006**

**Project Title: Autodesk Design Institute System Software Package**

**Project No. 07-02**

**ISSUED BY:**

Houston Community College System  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002  
Post Office Box 667517  
Houston, Texas 77266-7517

**SUBMIT INQUIRIES TO:**

Name: Karen Warren  
Title: Senior Buyer  
  
Telephone: (713) 718-5008  
Fax: (713) 718-2113 or 5197  
Email: karren.warren@hccs.edu

**Project Overview:** The Houston Community College System ("HCC") is seeking sealed bids from qualified firms to supply and deliver an Autodesk Design Institute ("ADI") System Software Package to the Northeast College Pinemont Center, Drafting Department, 1265 Pinemont, Houston, TX 77018.

**Contract Approval:** This procurement is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or his designee.

**Bid Opening Time/Location:** Sealed bids in original form for work/items described herein will be received until Monday, October 9, 2006 at 2:00 p.m. (local time) at the Procurement Operations Department, 3100 Main (11<sup>th</sup> Floor), Houston, Texas 77002, and at that time publicly opened and read aloud.

**Delivery:** The Contractor shall deliver the items specified in the Schedule Of Items and Prices within **60 calendar days** after receipt of a written Purchase Order issued by Houston Community College System.

**Small Business Development Program (SBDP):** The small business participation goal for this solicitation is **Best Effort**. (See Instructions to Bidders, Paragraph 8).

**Obligation:** This Invitation for Bids does not obligate HCC to award a contract or pay any costs incurred by the bidder in the preparation and submittal of a bid.

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

## **INSTRUCTIONS TO BIDDERS**

### **1. Review of Bid Documents**

A complete set of bid documents shall be used in preparing a bid. Each prospective bidder should carefully review the bid documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve bidders from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing the resulting contract.

### **2. Explanation to Bidders**

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

### **3. Bidder Eligibility for Contract Award**

- a. Each bidder shall complete, and submit with the bid, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such with the bid.
- b. In order for a bidder to be eligible to be awarded a contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible to perform the resulting contract satisfactorily.
- c. Responsive bids are those complying with all material aspects of the solicitation. Bids that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.
- d. Responsible bidders as a minimum must:
  - Have adequate financial resources or ability to obtain such resources as required during the performance of the contract.
  - Be able to comply with the required delivery or performance schedule, taking into consideration all existing business commitments.
  - Have a satisfactory history of past performance.
  - Have necessary management and technical capability to perform the contract.
  - Provide evidence satisfactory to HCC that the bidder will comply with the Small Business Development Program requirements contained in the solicitation.
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the bid is so certifying.
  - Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation.
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum criteria necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.

#### 4. **Preparation for Bid**

- a. A bid shall be prepared on the forms furnished by HCC; shall be completed in ink, and shall be manually signed by an authorized official of the company. The person signing the bid shall initial any changes or erasures appearing on the bid forms. Bids submitted via e-mail or facsimile (fax) will not be accepted by HCC.
- b. A bid shall be submitted so as to be received no later than the exact date/time and at the place indicated in the solicitation, and shall be enclosed in a sealed envelope clearly identified as a bid with the project title, project number and bid opening date and time. The envelope shall also identify the name and address of the bidder and shall contain the bid security, if required, and other required documents.

#### 5. **Opening of Bids**

- a. Bids will be publicly opened immediately following the time set for receipt in the solicitation. The bid prices will be read aloud for the information of bidders and others present.
- b. If HCC receives two or more bids from responsible bidders that are identical in nature and amount, the Board of Trustees shall review. The Board of Trustees may reject all bids, in the best interest of HCC.
- c. HCC reserves the right to reject any and all bids, to waive any informalities in bids received, and to reject all non-responsive or conditional bids.

#### 6. **Contract Award**

Award of a contract, if awarded, will be made to the responsive and responsible bidder offering the lowest bid price and offers the best value to the Houston Community College System and whose bid conforms to the solicitation documents.

HCC reserves the right to waive any technicalities or irregularities in the bid documents and consider the bid for award.

#### 7. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas.

#### 8. **Small Business Development Program (SBDP)**

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standards as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established \_\_\_\_\_ as its goal for Small Business participation.
- d. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business

that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - Document reasons for rejecting a firm that proposes or bids on subcontracting opportunities.
- e. Small Business Compliance: To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and a representative of the Economic Development Department at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

**9. Prime Contractor/Contracts for Services**

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

**10. Prohibited Communications**

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

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

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

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- 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.

- 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.

11. **Drug Policy**

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

12. **Bid Submittals**

Each bidder must complete and return the following documents, if appropriate:

- Bid/Award Form (Attachment No. 1)
- Schedule of Items and Prices form (Attachment No.2)
- Determination of Good Faith Effort (Attachment No.3)
- Certification & Disclosure Statement (Attachment No. 4)
- Affidavit Form (Attachment No. 5)
- Business Questionnaire (Attachment No. 6)

The envelope containing a bid shall be addressed as follows:

- Name, Address and Telephone Number of Bidder;
- Project Description/Title;
- Project Number
- Bid Opening Date/Time.

All bids shall be submitted to:

**Houston Community College System  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002  
Reference: Project No. 07-02  
Attn: Karen Warren**

13. **Appropriated Funds**

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

14. **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.) after a contract is awarded.

**ATTACHMENT NO. 1**  
**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**INVITATION FOR BIDS**  
**BID/CONTRACT AWARD FORM**

-----  
DESCRIPTION OF PROJECT: Autodesk Design Institute System Software Package  
PROJECT NO.: 07-02  
-----

Name of Bidder/Contractor: \_\_\_\_\_

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

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Receipt of Bid Amendments Number(s): \_\_\_\_\_

-----  
The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above referenced project for the bid amount(s) listed on the Schedule of Items and Prices, Attachment No. 2.

The undersigned certifies that the amount(s) contained in Attachment No. 2 have been carefully checked and are submitted as correct and final.

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

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

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

ATTEST: \_\_\_\_\_  
(Secretary, if Bidder is a Corporation)

SEAL:  
(If Corporation)



**ACCEPTANCE AND CONTRACT AWARD FORM**

(This page to be completed by HCC.)

-----  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)  
Project No. 07-02  
-----

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

HOUSTON COMMUNITY COLLEGE SYSTEM

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

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

Name: Michael Kyme  
Title: Executive Director, Procurement Operations

**ATTACHMENT NO. 2**

**SCHEDULE OF ITEMS AND PRICES**

**FOR**

**AUTODESK DESIGN INSTITUTE SYSTEM SOFTWARE PACKAGE**

The Bidder/Contractor shall furnish all resources and services necessary and required to supply and deliver an Autodesk Design Institute System Software Package to the Northeast College, Northline Mall Campus, 401 Northline Mall, Houston, TX 77022 in accordance with the general terms and conditions of the proposed contract for the price(s) listed below.

<b>Item No.</b>	<b>Description of Item(s)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Bid Amount</b>
001	<p>Autodesk Design Institute "ADI" System Package, Unlimited All Software Titles, excluding Autodesk M &amp; E Lab Pack/Combustion</p> <p>Autodesk Software Titles includes but may not be limited to the following:</p> <ul style="list-style-type: none"> <li>• AutoCAD 2007</li> <li>• Autodesk Architectural Desktop 2007</li> <li>• Autodesk Building Systems 2007</li> <li>• AutoCAD Electrical 2007</li> <li>• Autodesk Revit Building 9</li> <li>• Autodesk Revit Structure 3</li> <li>• Autodesk Revit Systems Plus</li> <li>• Autodesk VIZ 2007</li> <li>• Autodesk Inventor Professional 11 (includes AutoCAD Mechanical 2007)</li> <li>• Autodesk Civil 3D 2007 (includes companion seat of Autodesk Land Desktop 2007)</li> <li>• Autodesk Civil 3D Civil Design Companion 2007</li> <li>• Autodesk Map 3D 2007</li> <li>• Autodesk Productstream 5</li> <li>• Autodesk Productstream Explorer 5</li> <li>• Autodesk Raster Design 2007,</li> <li>• Autodesk Survey 2007</li> <li>• Autodesk Design Review</li> </ul>	1	EA	\$	\$

**ATTACHMENT 2 (CONT.)**

<b>Item No.</b>	<b>Description of Item(s)</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Bid Amount</b>
002	Additional Site to add to Autodesk Design Institute System Package (6 <sup>th</sup> Site with Unlimited Seats)	1	EA	\$	\$

**Total Bid Amount (Items No.: 001-002) \$ \_\_\_\_\_**

**ATTACHMENT NO. 3**

**PROJECT NO. 07-02**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**DETERMINATION OF GOOD FAITH EFFORT**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

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

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

- \_\_\_\_\_ (1) Whether the Bidder 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 Bidder divided the work into the reasonable portions in accordance with standard industry practices.
- \_\_\_\_\_ (3) Whether the Bidder documented reasons for rejection or met with the rejected small business to discuss the rejection.
- \_\_\_\_\_ (4) Whether the Bidder negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

\_\_\_\_\_  
Signature of Bidder Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 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: YES or NO  
Have you been convicted of a felony? \_\_\_\_\_

If a business entity: YES or NO  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

**State of Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Notary Public for the State

Of \_\_\_\_\_

**ATTACHMENT NO. 5**

**STATE OF TEXAS AFFIDAVIT**

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

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

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

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

**State of Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public for the State

Of

\_\_\_\_\_

**ATTACHMENT NO. 6  
BUSINESS QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

If headquarters is located out of state, does that state have preferential treatment on Bids? \_\_\_\_\_  
If yes, list percentage. \_\_\_\_\_%

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

Title \_\_\_\_\_

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

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

**TYPE OF ORGANIZATION**

Individual  Sole Proprietorship  
 Partnership  Corporation, Incorporated in \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_  
Social Security Number, if an individual \_\_\_\_\_

How long in business under present name \_\_\_\_\_  
Number of persons now employed \_\_\_\_\_

**BUSINESS CLASSIFICATION**

**DBE** Disadvantaged Business Enterprise  **SB** Small Business  
 **WBE** Women Owned Business Enterprise  **MBE** Minority Business Enterprise  
 **HUB** Historically Underutilized Business  Other: \_\_\_\_\_

*\* HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities*

**REFERENCES**

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

	Name of Firm	Address	Point of Contact	Telephone #
1.	_____			
2.	_____			
3.	_____			

**State of Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006

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



## **ATTACHMENT NO. 7 HCCS VENDOR APPLICATION**

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

Please take a moment to go to the Houston Community College System Procurement Operations website and register as a vendor. The website address to access the vendor registration form is [http://216.119.142.201/HCCS/Supplier\\_Registration\\_Form.asp](http://216.119.142.201/HCCS/Supplier_Registration_Form.asp)

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

**Houston Community College System  
Procurement Operations**



**HOUSTON COMMUNITY COLLEGE SYSTEM  
PROPOSED/SAMPLE CONTRACT DOCUMENTS  
FOR  
AUTODESK DESIGN INSTITUTE SYSTEM SOFTWARE PACKAGE  
PROJECT NO. 07-02**

**PROPOSED/SAMPLE CONTRACT EXHIBITS**

**EXHIBIT A**

**BID/AWARD FORM**

(Attachment No. 1 will become Exhibit A in the resulting contract.)

**EXHIBIT B**

**SCHEDULE OF ITEMS AND PRICES**

(Attachment No. 2 will become Exhibit B in the resulting contract.)

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

#### 1. **Contract Award**

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

#### 2. **Compliance with Laws**

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

#### 3. **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.

#### 4. **Termination for Convenience**

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

#### 5. **Termination for Default**

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

#### 6. **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.

**7. Changes**

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

**8. Insurance Requirements**

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

**9. Indemnification**

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

**10. Independent Contractor**

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

**11. Assignment**

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

12. **Notices**

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

**Houston Community College System:**  
Procurement Operations (11<sup>th</sup>Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Michael Kyme,  
Executive Director, Procurement Operations

**Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

13. **Entire Agreement**

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

14. **Invoicing and Payment**

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

Houston Community College System  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference: Project No. 07-02 and Purchase Order No. \_\_\_\_\_

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

15. **Appropriated Funds**

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