



## **Procurement Operations**

**Invitation for Bids (IFB)  
For  
Project Title: Solid Waste  
Collection and Disposal Services**

**Project No.09-57**

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**HOUSTON COMMUNITY COLLEGE  
INVITATION FOR BIDS – SUMMARY**

**Date: September 01, 2009**

**Project Title: Solid Waste Collection and Disposal Services**

**Project No. 09-57**

**ISSUED BY:**

Houston Community College  
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: Prudie Lendon  
Title: Senior Buyer  
  
Telephone: (713) 718-5005  
Fax: (713) 718-2113  
Email: prudie.lendon@hccs.edu

**Project Overview:** Houston Community College System (“HCC”) is seeking sealed bids from qualified firms for Solid Waste Collection and Disposal Services.

**Award / Contract Approval:** This procurement, and 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 an invitation for bids and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

**Pre-Bid:** A **Non-Mandatory** pre-bid meeting will be held on September 11, 2009 at 10:00 a.m. in the Procurement Operations Department located at 3100 main Street, (11<sup>th</sup> Floor, Conference Room 11A07), Houston, Texas 77002.

**Bid Opening Time/Location:** Sealed bids in original form for Solid Waste Collection and Disposal Services required and/or contemplated under this invitation for bids as described herein will be received until September 18, 2009 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 in Room 11A07.

**Contract Term:** It is anticipated that contract term for contract(s) awarded from this solicitation, if any, will be Five (5) years.

**Small Business Development Program (SBDP):** The small business participation goal for this solicitation is 30 percent. (See Instructions to Bidders, Paragraph 8).

**Obligation and Waivers:** 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, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY BID AND/OR REJECT ANY AND ALL BIDS OR A PART OF A BID, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

**Bid Security:**

A Cashier’s Check, Certified Check or a Bid bond issued by a surety licensed to do business in the State of Texas, in the amount of five percent (5%) of the total annual bid amount shall be required and submitted with each bid submitted to HCC in response to this solicitation. All Bid security shall be made payable to: Houston Community College.

**HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL BID. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE BID DOCUMENTS, AND/OR ANY BIDS RECEIVED OR SUBMITTED. BY SUBMITTING A BID, BIDDER 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 RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

Respondents should exercise particular care in reviewing the requirements set forth in this solicitation.

## **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 any resulting contract. After the bids have been opened, HCC shall have the right to review the bids and examine the credentials and qualifications of each bidder to determine whether any or all of the bid submittals are responsive and to make a determination as to whether any one or more bidders are qualified, responsible bidders, that will provide the best value to HCC.

### **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 the 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, or required by a company or otherwise to perform the work or sell the equipment, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such licensing or credentials 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 that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Bids that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.
- d. Responsible bidders at a minimum must meet all of the following requirements:
  - Have adequate financial resources or ability to obtain such resources as required during the performance of any resulting 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 **with equipment of the brand, type, and character described in Attachment No. 3;**
  - Have necessary management and technical capability to perform any resulting 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 and is not delinquent in taxes owed to the Houston Community College System, signing and submitting the bid is so certifying to such non-delinquency;

- 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 and;
  - Offers the best value to HCC.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum requirements described in Section 3(d) and as necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.
- f. A person is not eligible to be considered for award of this solicitation or any resulting contractor to be a subcontractor of the bidder 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.
- g. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 10 of this solicitation.

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

- a. A bid shall be prepared on forms furnished by HCC; shall be completed in ink, and shall be manually signed by an authorized official of the company submitting the bid. 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 also shall 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. Bids that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a bidder may have the right to change any other error or mistake in the subject to the approval of HCC and unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the bidder making such change.
- b. If HCC receives two or more bids from responsible bidders that are identical in nature and amount, the Board of Trustees shall reviews such bids and may award the bid by the casting of lots. The Board of Trustees may reject any and/or all bids, in the best interest of HCC.

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

Award of a contract, if awarded, will be made to the bidder who (a) submits a responsive bid; (b) is a responsible bidder (c) offers the lowest total bid price (Line Items Nos. 1-7) listed in Attachment No. 2, Schedule of Items and Prices and (d) offers the best value to the Houston Community College System. A responsive bid and a responsible bidder are those that meet the requirements of and are as described in Section 3 of this solicitation.

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 bid documents submitted and consider the bid for award.

7. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas. No bid shall include any costs for taxes to be assessed against HCC.

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 30 percent of the total bid amount 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 Review:** To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or other HCC designated representative(s) 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**

If the resulting contract is for services, the prime contractor must perform a minimum of 35% 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 this solicitation or any other particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Between a potential vendor, subcontractor to 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; 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 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.

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.

#### 11. **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.

#### 12. **Bid Submittals**

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

- Bid/Contract Award Form (Attachment No. 1)
- Schedule of Items and Prices form (Attachment No.2)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) **\*\*\* Mail separately.**
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)



- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

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  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor, Room #11A06)  
Houston, Texas 77002  
Reference: Project No. 09-57  
Attn: Prudie Lendon**

13. **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 contract by giving the contractor a thirty (30) day written notice of its intention to 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 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.)("the Act") after a contract if any, is awarded. If the bidder considers any information submitted in response to this invitation for bids to be confidential under law or constitute trade secrets or other protected information, the bidder must identify such materials in the bid 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 bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

15. **Conflict of Interest**

If a firm, bidder, 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 bid 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 Chapter 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

16. **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.

17. **Submission Waiver**

By submitting a response to this IFB, the Offerer or respondent agrees to waive any claim it has or may have against Houston Community College 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.

18. **Bid Surety**

A Cashier's Check, Certified Check or a Bid Bond issued by a surety licensed to do business in the State of Texas, in the amount of five percent (5%) of the total annual bid amount shall be required and submitted with each bid submitted to HCC in response to this solicitation. All Bid Security shall be made payable to: Houston Community College.

19. **Payment Bond**

If the contract is in excess of \$25,000.00, a payment bond is required for the total annual contracted amount, and shall be submitted to HCC before the commencement of any work.

20. **Performance Bond**

If the contract is in excess of \$100,000.00, a performance bond is required for the total annual contracted amount, and shall be submitted to HCC before the commencement of any work.

**ATTACHMENT NO. 1**

**HOUSTON COMMUNITY COLLEGE  
INVITATION FOR BIDS  
BID/CONTRACT AWARD FORM**

PROJECT TITLE: Solid Waste Collection and Disposal Services.

PROJECT NO.: 09-57

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. 09-57

.....  
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, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

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

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

Title: COO/Deputy Chancellor

**ATTACHMENT NO: 2**  
Schedule of Items and Prices  
For  
Solid Waste Collection and Disposal Services  
Project No. **09-57**

The Bidder shall furnish all resources, transportation, equipment required to provide Solid Waste Collection and Disposal Services at the HCC Facilities specified herein. All services shall be performed in accordance with the Scope of Services (Attachment No.3) and in accordance with the general terms and conditions of the sample contract, for the bid listed below.

<u>Item No</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Unit Bid Price</u>	<u>Ext. Bid Price</u>
01	Compactor Collection & Disposal Services at 3100 Main, Administration Building.	12	Month	\$ _____	\$ _____
02	Solid Waste Collection & Disposal Services for System Administration Facilities.	12	Month	\$ _____	\$ _____
03	Solid Waste Collection & Disposal Services for Central College Facilities	12	Month	\$ _____	\$ _____
04	Solid Waste Collection & Disposal Services for Northwest College Facilities	12	Month	\$ _____	\$ _____
05	Solid Waste Collection & Disposal Services for S.W. College Facilities	12	Month	\$ _____	\$ _____
06	Solid Waste Collection & Disposal Services for S.E. College Facilities	12	Month	\$ _____	\$ _____
07	Solid Waste Collection & Disposal Services for N.E. College Facilities	12	Month	\$ _____	\$ _____
08	Solid Waste Collection & Disposal Services for Coleman College Facilities	12	Month	\$ _____	\$ _____
<b><u>Total Bid Price (Item Nos.1-8)</u></b>					<b>\$ _____</b>

**Optional On-Call Services:**

A. Compactor Service: \$ \_\_\_\_\_ Per day  
Size: 35 CF, Location: 2811 Hayes Road

1. Haul Rate Services \$ \_\_\_\_\_ 2. Rental Rates: \$ \_\_\_\_\_

B. Roll-Off Services \$ \_\_\_\_\_ Per day  
Size: 40 CF (Open Top), Location: 3354 Yellowstone

1. Haul Rates Services: \$ \_\_\_\_\_ 2. Rental Rates: \$ \_\_\_\_\_

**ATTACHMENT NO. 3**  
**SCOPE OF SERVICE**  
**FOR**  
**SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

A. Scope

This scope of service covers the requirements for the Contractor to furnish and deliver solid waste containers, and collect for the collection and dispose solid waste from various facilities of Houston Community College (HCC).

B. Regulatory Compliance

The Contractor shall comply with all existing local, state and federal regulations related to the collection and disposal of solid waste. All solid waste collected at HCC facilities shall be disposed of at landfills that meet or exceed all local, state and federal regulations. Any permits, licenses or fees required to execute this scope of service shall be the responsibility of the Contractor. The name, location and operating permits of primary and secondary Treatment Storage Disposal Facilities to be used during performance of services covered by the requirements of this scope of service shall be submitted to the Executive Director, Procurement Operations, within fourteen (14) business days after receipt of a notice of contract award . HCC will not issue a notice to proceed under the contract until after receipt of the aforementioned permits and other documentation.

C. Requirements

The Contractor shall furnish and deliver containers to all HCC facilities listed below herein within five (5) working days after receipt of a written Notice-to-Proceed issued by HCC.

D. Commercial Collection & Disposal Services:

The Contractor shall provide Frontload Collection and Disposal Services at the following pick-up Locations:

1. Location: HCC-Administration System, 3220 Main Street (Garage Area)  
Number of Containers: 2  
Size of Containers: 4 cu. yd  
Pick-Up Schedule: Every, Tuesday and Thursday
2. Location: Warehouse, 1120 Delano  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
3. Location: HCC- Northwest College, 25403 Kingsland Blvd.  
Number Container: 1  
Size of Container:  
Pick-Up Schedule: Every, Thursday

4. Location: HCC-Northwest College, 1050 W Sam Houston Pkwy N  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
5. Location: HCC-Northwest College, 1010 W. Sam Houston Pkwy. S.  
Number of Containers: 2  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
6. Location: HCC-Northwest College, 1060 W Sam Houston Pkwy. N  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
7. Location: HCC-Central College, 1990 Airport @ FM 288  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Thursday
8. Location: HCC-Central College, 3214 Austin St.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Wednesday and Friday
9. Location: HCC-Central College, 3517 Austin St.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
10. Location: HCC-Central College, 1205 Holman St.  
Number of Container: 1  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
11. Location: HCC-Central College, 1300 Holman St.  
Number of Containers: 4  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Tuesday, Wednesday, Thursday and Friday
12. Location: HCC-Southwest College, 5855 Sienna Springs  
Number of Container: 1  
Size of Containers: 6 cu. yd  
Pick-Up Schedule: Every, Tuesday and Friday
13. Location: HCC- Southwest College, 10041 Cash Rd.  
Number of Containers: 2  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Wednesday and Thursday

14. Location: HCC-Southwest College, 5407 Gulfton St.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Tuesday and Friday
15. Location: HCC-Southwest College, 9910 Cash Rd.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Tuesday, Wednesday, Thursday, and Friday
16. Location: HCC-Southwest College, 13645 Murphy Rd. Ste. 235  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Tuesday and Friday
17. Location: HCC-Southwest College, 4014 Bluebonnet Dr.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Tuesday and Friday
18. Location: HCC-Southwest College, 10141 Cash Rd.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Wednesday, and Friday
19. Location: HCC-Southwest College, 13803 Bissonnet St.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
20. Location: HCC-Southwest College, 5601 W Loop S  
Number of Containers: 2  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Tuesday, Wednesday, Thursday, and Friday
21. Location: HCC-Northeast College, 4638 Airline Drive  
Number of Containers: 2  
Size of Containers: 6 cu. yd  
Pick-Up Schedule: Every, Monday and Thursday
22. Location: HCC-Northeast College, 1265 Pinemont Dr.  
Number of Container: 1  
Size of Container: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Wednesday, and Friday
23. Location: HCC-Northeast College, 555 Community College Dr.  
Number of Containers: 2  
Size of Containers: 8 cu. yd  
Pick-Up Schedule: Every, Monday, Wednesday, and Friday



- 24. Location: HCC-Southeast College, 1900 Pressler  
 Number of Containers: 2  
 Size of Containers: 8 cu. yd  
 Pick-Up Schedule: Every, Monday, Wednesday and Friday
  
- 25. Location: HCC-Southeast College, 2524 Garland  
 Number of Containers: 2  
 Size of Containers: 8 cu. yd  
 Pick-Up Schedule: Every, Monday, Wednesday, and Friday
  
- 26. Location: HCC-Southeast College, 6815 Rustic  
 Number of Containers: 2  
 Size of Containers: 8 cu. yd  
 Pick-Up Schedule: Every, Monday, Wednesday, and Friday
  
- 27. Location: HCC-Northwest College, 1550 Foxlake  
 Number of Container: 1  
 Size of Container: 8 cu. yd  
 Pick-Up Schedule: Every, Monday, Tuesday, Wednesday, Thursday, and Friday
  
- 28. Location: HCC- Northeast College, 8001 Fulton  
 Number of Container: 1  
 Size of Container: 8 cu.yd  
 Pick-Up Schedule: Every, Monday, Wednesday and Friday
  
- 29. Location: HCC-Northeast College, 555 Community Dr  
 Number of Container: 1  
 Size of Container: 8 cu.yd  
 Pick-Up Schedule: Every, Wednesday

**E. Compactor Collection and Disposal Services**

The Contractor shall provide Compactor Collection and Disposal Services at the following pick-up location:

- 30. Location: HCC-System, 3100 Main, Administration Building  
 Number of Container: 1  
 Size of Containers: 20 cu. yd  
 Pick-Up Schedule: Every, Monday, Tuesday, Wednesday, Thursday and Friday

**Note:** Pick-Up services at this location shall occur before noon on the scheduled days for pick-up.

- 31. Location: HCC-Southwest College, 2811 Hayes Road  
 Number of Container: 1  
 Size of Container: 35 cu. yd  
 Pick-Up Schedule: On Call

**Roll-Off Collection and Disposal Services:**

The Contractor shall provide roll-off services (open top) at the following pick-up location:

32. Location: HCC- System, 3354 Yellowstone  
Number of Container: 1  
Size of Container: 40 cu.yd  
Pick-Up Schedule: On Call

F. Vehicle, Safety and Employee Identification

All vehicles used in performance of the services covered by the requirements of this scope of service shall conform to all applicable local, state and federal regulations. All vehicles must display the Contractor's logo.

The Contractor shall provide personnel who are properly trained in solid waste collection and disposal procedures and requirements. All personnel shall be dressed in clean, easily recognizable uniforms. The Contractor's employees shall wear personal safety equipment, which includes, at a minimum, eye protection and appropriate hand and foot protection personal safety equipment.

To minimize health and safety hazards to the public, all vehicles and equipment used for the collection, transportation and disposal of solid waste shall be operated and maintained by the Contractor in a safe manner to prevent spills of solid waste.

G. Contractor-owned Containers

1. The Contractor-owned front-end loader and roll-off containers shall meet the following minimum requirements:
  - Shall be constructed of steel;
  - Shall be freshly painted prior to delivery to HCC Facilities;
  - Shall be free of defects;
  - Shall have covers at all openings to prevent infiltration of pests, rodents, etc.
2. The Contractor shall service (clean) all containers on a regularly scheduled basis, and upon the request of the HCC designated representative. Also, the Contractor shall clean and clear the area immediately adjacent to the containers of all waste each time the containers are serviced. The Contractor shall not be responsible for removing waste that is too large to fit into a container. However, the Contractor shall immediately notify the HCC designated representative of any such occurrence.
3. The Contractor shall not discharge or allow the discharge of solid waste from the vehicle(s) enroute to the landfill. Should any discharge of waste occur during transport, the Contractor's employee (vehicle operator) shall take immediate action to contain the waste and clean up any spillage.
4. The Contractor shall notify the Director, Building Operations, if hazardous waste is found in any of the container located at HCC Facilities.

## ATTACHMENT NO. 4

### GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("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 a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the IFB, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term for contract (s) awarded resulting from this solicitation will be five (5) years at the HCC's sole discretion, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract. All contract renewal or extensions may be subject to approval by the Board of Trustees

3. **Renewal Option**

If the contract contains a renewal option, HCC reserves the right to exercise such renewal option at its sole discretion. All contract renewals or extension may be subject to approval by the Board of Trustees.

4. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

5. **Compliance with Laws**

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

6. **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. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

7. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving ninety (90) calendar days written notice thereof to the selected contractor.

8. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract; or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

9. **Ethics Conduct**

Any breach of any HCC ethics policies, rules, or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, 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 solicitations, bid awards, orders, and contracts.

10. **Conflict of Interest**

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

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

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 8 of the solicitation entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this contract, HCC has established 30 percent of the total contract amount as the goal for small business participation.

12. **Small Business Compliance**

The contract shall require that contractor meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

13. **Prime Contractor/Contract for Services**

If the resulting contract is for services, the contract shall require that the contractor perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

14. **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 acceptance and direction of HCC. Notwithstanding the foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

15. **Insurance Requirements**

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

16. **Indemnification**

The Contractor shall indemnify, defend, and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors, and employees in the performance of the contract.

17. **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. The contractor shall indemnify,

defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents.

18. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

19. **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.

20. **Notices**

All notices 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**

Procurement Operations  
3100 Main Street  
Houston, Texas 77002  
ATTN: Executive Director, Procurement Operations

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

21. **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  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460

Reference: Project No. 09-57 and the applicable purchase order number.

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.

22. **Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period 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 contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any other 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 end on August 31<sup>st</sup>.

23. **Entire Agreement**

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. The contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

24. **Employee Criminal Background Checks**

The Contractor (s) shall maintain criminal background check records on each employee who services HCC and has reason to visit any HCC College, campus or facility. criminal background checks must be secured on each employee on an annual basic and all information regarding the criminal background check must be maintained by the Contractor and made available to HCC representative (s) upon written request by HCC.

25. **Quantity**

There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HCC under this Contract. The Contractor shall furnish all required services to HCC at the stated price (s) in the Schedule of items and Prices, when and if requested by HCC

26. **Performance and payment Bonds**

The contract shall provide a performance bond to HCC in an amount equal to one hundred percent (100%) of the contract amount if the contract amount exceed \$100,000. A payment bonds shall also be provided to HCC in an amount equal one hundred percent (100%) if the contract amount exceed \$25,000. Each bond shall be made payable to Houston community College and shall be provided to HCC within fifteen (15) business days after receipt of a request to provide such payment or performance bond. Failure to provide the bonds to HCC within the time period specified herein, the contract shall therein be considered null and void. the bonds shall be in the form of bonds issued by a surety licensed in the State of Texas and can provide such bonds in the amounts required and meets the requirement of the contract terms and conditions.

27. **Audit and Availability of Records**

The Contractor shall make available, at its office at all reasonable times, the records associated with performance under this contract for examination, audit, or reproduction, until three (3) years after final payment is made under this Contract.

28. **Price Adjustments**

For the first year, contract is considered to be a Firm Fixed Price Contract, starting with year number two (2) price adjustments may be made as they relate to prevailling Federal Wage and Hour Laws. Starting year two (2) annual price adjustments for supplies cost made be made as they relate to change in the consumer Price Index.

**ATTACHMENT NO. 5**

**PROJECT NO. 09-57**

**HOUSTON COMMUNITY COLLEGE**

**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. 6  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_, of  
 (Name) (Title)

\_\_\_\_\_, certify that on the date(s) shown, the small businesses listed herein were  
 (Name of bidder's company) Contacted to solicit Bids for Materials or Services to be used on Project #\_\_\_\_\_

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a bid or prepared a bid that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

**NOTE: This form to be submitted with all Bidder documents for waiver of small business participation. (See Instructions to Bidders)**

Signature: \_\_\_\_\_



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

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

**Houston Community College  
Procurement Operations/Small Business Representative  
Post Office Box 667517  
Houston, Texas 77266-7517  
Ref: HCC Project No. 09-57**

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

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

\_\_\_\_\_

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

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

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

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

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

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

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

**BUSINESS CLASSIFICATION**

- |  |   |
|--|---|
| ___ <b>DBE</b> Disadvantaged Business Enterprise   | ___ <b>SB</b> Small Business                |
| ___ <b>WBE</b> Women Owned Business Enterprise     | ___ <b>MBE</b> Minority Business Enterprise |
| ___ <b>HUB</b> Historically Underutilized Business | ___ Other: _____                            |

Please provide information regarding certifying agency (if any)

<b>Name of Agency</b>	<b>Certificate Number</b>	<b>Expiration Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

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

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

Business Name: \_\_\_\_\_ Submitted By (Name): \_\_\_\_\_

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

Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor 's Price/Total: \$ \_\_\_\_\_  
 Small Business  
 Subcontractor (s) Price/Total: \$ \_\_\_\_\_  
 Non-Small Business  
 Subcontractors Price/Total: \$ \_\_\_\_\_  
 Grand Total: \$ \_\_\_\_\_

**ATTACHMENT NO. 9**

**NON-DISCRIMINATION STATEMENT**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

**ATTACHMENT NO. 10**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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

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

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

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

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

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

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_  
(City/State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

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

**ATTACHMENT NO. 11**

**AFFIDAVIT FORM**

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 \_\_\_\_\_, \_\_\_\_\_,  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

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

**ATTACHMENT NO. 12**  
**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 Houston Community College? \_\_\_\_\_ 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, Voice of Asia, African American News, etc.) Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*



**ATTACHMENT NO. 13**

**ASSURANCE OF SBDP GOAL**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = 30%

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date of Signing \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_



## ATTACHMENT NO. 14

### VENDOR APPLICATION INSTRUCTIONS

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

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

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

**ATTACHMENT NO. 15**  
**INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor/Vendor are required to carry during performance of the contract for Solid Waste and Disposal Services, HCC Project No. 09-42:

**1. Commercial General Liability for Bodily Injury/Property Damage Limits:**

- a. Occurrence/Personal Injury/Advertising/
- b. Products / Completed Operation                   \$1,000,000. CSL
- c. Annual Aggregate                                   \$2,000,000. CSL
- d. Products Aggregate                               \$2,000,000.CSL
- e. Fire, Lighting or Explosion                   \$1,000,000. CSL
- f. Medical Expense                                   \$5,000 per person

**2. Automobile Liability:**

- Bodily Injury/Property Damage                   \$1,000,000. CSL

**3. Workers' Compensation:**

- Part A – Statutory
- Part B - \$1,000,000. Each Accident  
\$1,000,000. Policy Limits  
\$1,000,000. Each Employee

**4. Endorsements:**

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

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

**5. Submission of Certificate of Insurance:**

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

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

**ATTACHMENT NO. 16**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1451, 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>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <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><b>3</b> 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 &amp; 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><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity      Date</p>		

Adopted 06/29/2007



**procurement  
operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

\_\_\_\_\_

**For**

\_\_\_\_\_

**Project No.** \_\_\_\_\_

## **SAMPLE CONTRACT EXHIBITS**

### **EXHIBIT A BID / AWARD FORM**

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

### **EXHIBIT B SCHEDULE OF ITEMS AND PRICES**

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

### **EXHIBIT C SCOPE OF SERVICES/Specifications/Statement of Work**

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

### **EXHIBIT D GENERAL TERMS AND CONDITIONS**

Note: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

### **EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (Attachment No. 8 of this solicitation may become Exhibit E in the resulting contract.)

### **EXHIBIT F INSURANCE REQUIREMENTS**

Note: (Attachment No. 15 of this solicitation may become Exhibit F in the resulting contract.)

### **EXHIBIT G SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM (If required)**

### **EXHIBIT H SUBCONTRACTOR PROGRESS ASSESSMENT FORM (If required)**

**EXHIBIT G**

**HOUSTON COMMUNITY COLLEGE  
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.  
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.

PROJECT NO./TITLE: \_\_\_\_\_

NAME OF SUBCONTRACTOR: \_\_\_\_\_

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

I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_  
(Date) (Prime Contractor)

In the amount of \$ \_\_\_\_\_ as full payment of our Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

for work performed during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_.  
(Enter Time Period)

Signature: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

**EXHIBIT H  
HOUSTON COMMUNITY COLLEGE  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** \_\_\_\_\_

**Reporting Period: From** \_\_\_\_\_ **To** \_\_\_\_\_

**Prime Contractor:** \_\_\_\_\_

**Total Contract Amount (Prime Contractor): \$** \_\_\_\_\_

**Instructions:** This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will  
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_