



Procurement Operations

Request for Competitive Sealed Proposals (CSP)

For General Contractor

Project Title: RigOne Drilling Training Center

Project No. CSP 15-11

Posted: March 13, 2015

Proposal Submittal Deadline: April 14, 2015, 2:00 p.m. (local time)

REQUEST FOR COMPETITIVE SEALED PROPOSALS

TABLE OF CONTENTS

		Page
Cover Page		
Table of Contents		2
Summary of CSP		3
Instructions to Proposers		5

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Schedule of Items and Prices
Attachment No. 3	Scope of Services
Attachment No. 4	Determination of Good Faith Effort Form
Attachment No. 5	Small Business Unavailability Certificate
Attachment No. 6	Contractor & Subcontractor/Supplier Participation Form
Attachment No. 7	Proposer Certifications
Attachment No. 8	Conflict of Interest Questionnaire
Attachment No. 9	Financial Interests / Potential Conflicts of Interests
Attachment No. 10	Proposer Questionnaire
Attachment No. 11	Specifications & Drawings
Attachment No. 12	Sample Contract

Note: Attachments 1, 7, and 9 must be signed and notarized.

Sample Contract Documents (The resulting contract will include at least the following documents)	
Exhibit A:	Proposal /Award Form
Exhibit B:	Schedule of Items and Prices
Exhibit C:	Scope of Services
Exhibit D:	Uniform General & Supplemental General Conditions for Houston Community College
Exhibit E:	General Requirements
Exhibit F:	Contractor & Subcontractor/Supplier Participation Form, if appropriate
Exhibit G:	Insurance Requirements, if appropriate
Exhibit H:	Proposer Questionnaire

HOUSTON COMMUNITY COLLEGE

I. **REQUEST FOR COMPETITIVE SEALED PROPOSALS - SUMMARY**

Date: March 13, 2015
Project Title: RigOne Drilling Training Center Project
Project No.: CSP 15-11

ISSUED BY:

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

SUBMIT INQUIRES TO:

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

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS CSP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1. General Information:

Houston Community College serves more than 70,000 students each semester, offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepare people in our diverse community to compete in an increasingly technological and international society. HCC comprises six colleges serving Houston and the surrounding area. The college plays an integral role in transforming the lives of its students and making our community work.

Additional information about Houston Community College may be found by visiting HCC's web site at: <http://www.hccs.edu/>.

2. Project Overview:

Houston Community College ("HCC") and the Houston Community College Public Facility Corporation, collectively, (HCC) or (College) is seeking proposals from qualified firms to provide Construction Services as General Contractor for the **RigOne Drilling Training Center Project** as described and specified in the Scope of Services, Attachment No. 3, and in accordance with the terms, conditions, requirements, plans and specifications attached hereto and made a part of the CSP.

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

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

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

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

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

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

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

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

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

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

3. Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected Contractor sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this CSP.

4. Pre-Proposal Meeting: _____Mandatory Not mandatory ___Not Applicable
A pre-proposal meeting will be held by the Procurement Operations Department, 3100 Main Street (2ND Floor, Seminar B), Houston, TX 77002, on March 26, 2015 at 10:00 AM (local time).

5. Proposal Due Date/Time:

Interested firms shall submit one (1) original hard copy and one (1) electronic digital copy of their proposal no later than 2:00 p.m. (local time) on April 14, 2015. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. The electronic copies should be in non-editable .PDF format and should include the entire submission. **Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.**

6. Contract Duration:

For the term of the project in accordance with the project schedules.

7. Solicitation Schedule

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

Solicitation Milestone	DATE & TIME
CSP released and posted to HCC's & ESBID websites	March 13, 2015

Pre-Proposal Meeting:	March 26, 2015 at 10:00 am
Deadline to receive written question/inquiries	April 1, 2015 by 2:00 pm
Response to written questions/inquiries (estimated)	April 3, 2015
Proposal Submittal Due Date	April 14, 2015 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	May 2015

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the CSP and posted on Procurement Operations web site for your convenience.

8. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this CSP to the above named individual. The above named individual must receive all questions or concerns no later than, 2:00 p.m. (local time) on April 1, 2015.

9. Inquiries and Interpretations:

Responses to inquiries, which directly affect an interpretation or change to this CSP, will be issued in writing by addendum (amendment) and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the CSP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this CSP (Proposal/Contract Award Form).

10. Commitment:

Proposer understands and agrees that this CSP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer’s performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

11. Acquisition from Other Sources:

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

12. Vendor Registration:

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

Visit the HCCS Procurement Operations Department website at: [http://www.hccs.edu/procurement operations/](http://www.hccs.edu/procurement%20operations/) to get more information on this and other business opportunities. While at our website we invite you to Register as a Vendor, if already registered, please confirm your contact information is current.

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

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

13. Contract Award:

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

14. Obligation and Waivers:

THIS REQUEST FOR COMPETITIVE SEALED PROPOSALS IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

THIS CSP DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND /OR PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

HCC RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, HCC RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.

HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.

15. Postponement of Proposals Due Date/Time:

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

16. Oral Presentations:

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

17. Small Business Development Program (SBDP):

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

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

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

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

For this solicitation, HCC has established **Thirty-Five Percent (35%)** as its goal for Small Business participation.

Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- Document reasons for rejecting a firm that bids on subcontracting opportunities.

Proposed SBE Subcontracting	Available Points
Less than 5%	0
5% - 12%	2
13% - 20%	4
21% - 28%	6
29% - 34%	8
35% & Higher	10

18. 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.

19. Internship Program:

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

20. Prohibited Communications and Political Contributions:

Except as provided in exceptions below, political contributions and the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

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

[5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

[6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

21. 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.

22. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

23. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

24. Appropriated Funds:

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

25. Conflict of Interest:

If a firm, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract

resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 8, Conflict of Interest Questionnaire Form, and Attachment No. 9, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: **Attachment No. 8 and Attachment No. 9** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.

26. 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.

27. No Third Party Rights:

This Contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

28. Withdrawal or Modification:

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

29. Validity Period:

Proposals are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

30. Terms and Conditions:

The Sample Consulting Services Contracts (Attachment No. 13) shall govern any Purchase Order issued as a result of this solicitation.

Respondents may offer for HCC's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

31. Submission Waiver:

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

32. Indemnification:

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

33. Delegation:

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

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II. INSTRUCTIONS TO PROPOSERS

1. General Instructions:

- a) Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b) Proposals and any other information submitted by Proposers in response to this Request for Proposal (CSP) shall become the property of HCC.
- c) HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d) Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the CSP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e) Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this CSP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f) HCC makes no guarantee that an award will be made as a result of this CSP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this CSP or resulting Agreement when deemed to be in HCCs best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this CSP.
- g) Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contract Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h) Failure to comply with the requirements contained in this Request for Competitive Sealed Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your Request for Competitive Sealed Proposal package:**

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Schedule of Items and Prices
Attachment No. 4	Determination of Good Faith Effort Form
Attachment No. 5	Small Business Unavailability Certificate
Attachment No. 6	Contractor & Subcontractor/Supplier Participation Form
Attachment No. 7	Proposer Certifications
Attachment No. 8	Conflict of Interest Questionnaire
Attachment No. 9	Financial Interests / Potential Conflicts of Interests
Attachment No. 10	Proposer Questionnaire (Not Applicable)

Note: Attachments 1, 7, and 9 must be signed and notarized.

3. Document Format and Content:

- a) Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.

- b) Responses to this CSP must include a response to the proposal requirements set forth in the Scope of Work/Services, above.
- c) Page Size, Binders, Dividers, and Electronic Copy

Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

- 1) Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

Number of Copies: Submit **one (1) original printed and one (1) electronic copy** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. An individual printed copy containing your price proposal must be provided in a separate sealed envelope and a individual separate file must be provided with the electronic copy.

- 3) The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- 4) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 5 and delivered to:

Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. CSP 15-11
Title: RigOne Drilling Training Center Project

SMALL BUSINESS SUBCONTRACTING PLAN DEADLINE AND LOCATION:

The Owner will receive Small Business Subcontracting Plans at the time and location described below.

April 16, 2015 at 2:00 PM local time

Jennifer Chiu, Sr. Buyer
Houston Community College
3100 Main
Houston, Texas 77002
Ref: Project No. CSP 15-11

Proposal Documents will be available beginning 16 March 2015 and may be viewed at the following address:

Texas-IBI Group, Inc.
455 E. Medical Center Blvd., Suite 500
Houston, Texas 77589
(281) 286-6605

Office Hours are 8:00 AM to 5:00 PM

- a. The envelope containing a proposal shall be addressed as follows:
Name, Address and Telephone Number of Proposer;
Project Description/Title; Project Number; and Proposal Due Date/Time.
- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Competitive Sealed Proposal.

4. Proposer Response:

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

A. **Cover letter:** The cover letter shall not exceed 1 page in length, summarizing key points in the proposal.

B. **Table of Contents:**

Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

C. **Tab 1: Firm's Profile, Overview, Qualification and Experience:**

Provide details as to the following:

- 1) Profile of the Firm: Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this CSP.

- 2) Overview of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing Construction Services as a General Contractor as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how

your firm is organized and how its resources will be applied to HCC's work.

- a) Provide firm's principal(s) and staff commitment in providing the services in this solicitation.
 - b) Provide firm's overall ability in providing the services and describe the projects your team has been associated with in providing the services described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the project requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) Qualifications & Experience of the Firm: Balance of this section should establish the ability of the firm and its sub-consultant, if any, to satisfactorily perform the required work.

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

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

- 1) Project Name, Location – Year Completed.
- 2) Brief project description describing your experience, work performed by your firm and work subcontracted.
- 3) Owner's Name, title, and current phone number.
- 4) Identify firm's role; completion date; and contract name(s).
- 5) The methods used and how the firm maintains quality control.
- 6) Provide documented experience in providing the types of services described herein especially related to community college, junior college project experience or higher education facilities experience and with regard to accomplishment of past projects involving Construction Services as a General Contractor. List if firm was prime or subcontractor.

D. Tab 2 – Demonstrated Qualifications of Personnel and Team:

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

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

- 1) A brief description of their unique qualifications as it pertains to this service.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project.
- 3) Personnel's job functions, role, percent of time to be assigned to this project and office location.
- 4) Designate the individual, who is authorized to sign and enter into any resulting contract.
- 5) Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this CSP.
- 6) Proposed team composition including an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this CSP. Describe how the team will be organized under this project.
- 7) Provide documented expertise and educational level of individuals employed by the firm, who will be directly involved in providing the required services as described herein, and their philosophy concerning providing Construction Services as a General Contractor.

E. Tab 3 – Proposed Approach & Methodology:

This section should describe and discuss your proposed approach and methodology in providing the services described in this solicitation.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for Construction Services as a General Contractor.
- 3) Description of your firm’s project approach and ability to provide appropriate services in a timely manner. Please provide an implementation/project plan with projected dates of completion and the resources (human and otherwise) required supporting the completed milestone.
- 4) Proposer must provide an approach and methodology overview which consists of a concise summary of the requested services proposed by the proposer in response to this CSP. By reading the approach and methodology overview, HCC must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the proposer to provide them. A detailed explanation shall be included to understand how the services comply with the technical documents of this CSP.
- 5) HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the CSP.
- 6) Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- 7) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 8) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this CSP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- 9) Describe your firm’s methodology for collaboration and providing information flow between HCC and all team members for the duration of any project:
 - a. Identify the means and methods to be used to develop communication protocol; and
 - b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.

F. Tab 4 - Past Performance and References:

This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work. Provide examples of similar project experience; public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following per project experience:

- 1) Project Name, Location – Year Completed.
- 2) Brief project description describing your experience, work performed by your firm and work subcontracted.
- 3) Owner Name, title, and current phone number.
- 4) Past performance in effectively responding to problems presented in delivering the services required on project.
- 5) Provide examples of projects that highlight the firm’s creative and innovative skills.
- 6) Provide documentation of successful strategies and methodology taken by your firm to meet the Construction Services as a General Contractor priorities set by the client. Describe efforts

taken and overall effectiveness.

- 7) Describe lessons learned from previous General Contractor for Construction Services initiatives that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 8) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to Construction Services as a General Contractor.
- 9) Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
- 10) Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under a project.
- 11) Provide letters of recommendations from other public junior or community colleges or higher education clients listing recently completed projects.

G. Tab 5 – Price/Cost Schedules Billing Rates:

This section should discuss all pricing and related fees.

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Construction Services as a General Contractor, in accordance with the Scope of Services, and the general terms and conditions of the sample contract documents for the proposed price(s) listed in Attachment 13.

- 1) Proposer shall specifically state the fee your firm proposes for the work and services as described in this CSP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.
- 2) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 3) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 4) Complete the "Respondent's Pricing and Delivery Proposal" included with the Bidding Documents
- 5) For the purposes of this CSP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

NOTE: Requested information must be included under separate envelope and file as part of the proposal submittal (in print and electronic format) as described in Section 2.2 above.

H. Tab 6 - Small Business Practices:

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

- 1) Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a

statement detailing small business participation commitment.

- 2) For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.
- 3) At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- 4) Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
- 5) Provide a reference list of all customers noted in Tab 4 – Past Performance and References (noted above) that included a Small Business or similar program where you have performed work similar to the type of work described in this CSP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

I. Tab 7 – Quality Control and Commissioning Program:

This section should discuss your firm's quality control program.

- 1) Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Tab 1. Section 3 above.
- 2) Describe how your quality control team will measure the quality of construction and commissioning performed by trade Subcontractors on this Project, and how will you address non-conforming work.
- 3) Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 4) Provide any certifications.
- 5) Provide any safety awards given to your firm by recognized industry associations in the past five years.
- 6) Describe all commissioning processes that your firm will provide as basic services for the project.

J. Tab 8 – Safety Practices:

This section shall discuss your firm's safety program and practices.

- 1) Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.
- 2) Provide your Experience Modification Rate (EMR) for the past five years.
- 3) Your response shall include policies and procedures that the firm has in place to ensure employee safety, compliance with OSHA regulation standards, firm's code of safety practices and safety policy statement outlining the goals of the program. Firm shall identify the safety program coordinator and the methods by which your firm will utilize to communicate the importance of safety to the employees. Firm must provide procedure for accident investigation and reporting policies with instructional materials used when conducting accident investigations
- 4) Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site. If so, describe how you have revised your program.

K. Business Relationship Strength:

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

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

L. Firm's Financial Status:

Firm's Financial Status:

- a. Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your credit rating; a letter from the company's CPA attesting to the company's financial stability.
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- c. A certification statement from your Surety showing your firm's total bonding capacity for public works payment and performance bonds, and the amount of your firm's available bonding capacity as of the date of the proposal deadline. Your Surety's name and contact information must be provided.
- d. A current ACCORD certificate showing your firm current insurance coverage for Commercial General Liabilities, Automotive, and Worker's Compensation.

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III. PROPOSAL EVALUATIONS

1. Evaluation Criteria:

An Evaluation Committee ("Committee") will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm's Profile, Overview and Qualification and Experience Section III, 4, C (Tab 1)	10
Demonstrated Qualifications of Personnel and Team Section III, 4, D (Tab 2)	10
Proposed Approach and Methodology Section III, 4, E (Tab 3)	20
Past Performance & References Section III, 4, F (Tab 4)	10
Price/Cost Schedules, Billing Rates Section III, 4, G (Tab 5)	50
Small Business Practices Section III, 4, H (Tab 6)	10
Quality Control and Commissioning Section III, 4, I (Tab 7)	10
Safety Practices Section III, 4, J (Tab 8)	10
Total Points	130

2. Eligibility for Award:

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

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

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- 3) Have a satisfactory record of past performance;
- 4) Have necessary personnel and management capability to perform any resulting contract;
- 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
- 6) Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code;

and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and

- 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b) Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c) A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- e) Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

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**ATTACHMENT NO: 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR COMPETITIVE SEALED PROPOSALS
PROPOSAL/CONTRACT AWARD FORM**

PROJECT TITLE: RigOne Drilling Training Center Project

PROJECT NO.: CSP 15-11

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____

(Note: please refer to CSP-Summary, Item 7: Vendor Registration Instructions)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Request for Competitive Sealed Proposals for providing _____, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our Technical Proposal and Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Solicitation and any and all amendments issued and made a part hereof. 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 understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____

Name: _____

(Type or Print)

Title: _____

(Type or Print)

State of _____

Sworn to and subscribed before me at _____

(City)

(State)

this the _____ day of _____, 2015.

Notary Public for the State of _____

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____(for payment purposes only)

Project No. _____ Effective Date: _____

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

In the event of an inconsistency between this Contract, the RFSCP, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the CSP and finally, the Contractor's Proposal.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2015.

Signed By: _____

Title: Chancellor

Attachment No. 2
Schedule of Items and
Pricing
Price Proposal Part I
RigOne Drilling Training Center Project

Submitted by: _____

Date: _____ Phone No.: _____

To: Board of Trustees
Houston Community College
3100 Main
Houston, TX 77002

Having examined Proposal and Contract Documents prepared by Texas-IBI Group, Inc., dated 30 January 2015, and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

Hold base proposal open for acceptance 30 days.

Hold alternate proposals open for acceptance 120 days.

Accept rights of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.

Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.

Complete work in accordance with the Contract Documents within the stipulated contract time.

I. ADDENDA: The undersigned acknowledges receipt of the following Addenda

_____ ADD-01 dated _____	_____ ADD-02 dated _____
_____ ADD-03 dated _____	_____ ADD-04 dated _____
_____ ADD-05 dated _____	_____ ADD-06 dated _____
_____ ADD-07 dated _____	_____ ADD-08 dated _____

II. BASE PROPOSAL

Undersigned agrees to complete the work for the lump sum amounts of:

_____ Dollars

(Amount written in words governs)

\$ _____

(Amount in figures)

III. CONTRACT TIME

Undersigned agrees to commence work in _____ calendar days and be substantially complete within _____ calendar days.

IV. ALTERNATES

If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below.

ALTERNATE NO. ONE – Guaranteed Substantial Completion Not Later Than 1 September 2015

Add/Deduct _____ Dollars

(Amount written in words governs)

\$ _____

(Amount in figures)

V. UNIT PRICES

UNIT PRICES – FOUNDATION

Provide unit pricing to install non-cased straight shaft drilled piers in lieu of drilled bell bottom piers to be installed to the same depth as indicated on the Drawings:

01	24" Diameter	_____	Each (EA)
02	36" Diameter	_____	Each (EA)
03	48" Diameter	_____	Each (EA)

UNIT PRICES – SITE CONCRETE

Provide unit pricing for the following site concrete work:

01	Add / Delete 60" Wide Sidewalks	_____	Lin. Foot (LF)
----	---------------------------------	-------	----------------

UNIT PRICES – ELECTRICAL

Provide unit pricing for the following electrical work; including device, wiring, conduit, and installation:

02	Add / Delete 120V GFCI Duplex Rec. On Nearby Circuit	_____	Each
03	Add / Delete 120V GFCI Duplex Rec. On Dedicated Circuit, including 20 amp circuit breaker	_____	Each
04	Add / Delete 220V Rec. or J-box On Dedicated Circuit including 20 amp circuit breaker	_____	Each

VI. CHANGES IN THE WORK

The undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

VII. LIQUIDATED DAMAGES

The undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement Between Owner and Contractor and that the contractor will be bound thereto.

VIII. PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informalities in Receipt of Proposals.

The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been carefully

checked and are submitted as correct and final; and additionally, agrees to comply with all provisions of the Proposal Form.

Type of Proposer's Organization:

(Corporation, Co-Partnership, Individual, etc.)

Proposer: _____
(Print or Type)

(Signature of Proposer)

Title of Office: _____
(Print or Type)

Legal Address: _____
(Print or Type)

Zip Code: _____ Tel.: (____) _____-_____
(Print or Type)

ATTEST:

(Secretary, if Proposer is a Corporation)

SEAL:
(If Corporation)

COMPETITIVE SEALED PROPOSAL MUST BE SUBMITTED IN DUPLICATE

The Proposal Form must be accompanied by:

HCC TO FILL IN ALL REQUIRED ACCOMPANYING DOCUMENTS

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

END OF SECTION

Attachment No. 2 (Continued)
Schedule of Items and Pricing
Price Proposal Part II
RigOne Drilling Training Center Project

PART 2 - GENERAL

2.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include:
 - 1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

2.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

2.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

Part 2- PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

ATTACHMENT NO: 3
SCOPE OF SERVICES
PROJECT NO. CSP 15-11
PROJECT NAME: RigOne Drilling Training Center

Scope of Services

This Scope of Service covers the construction of the RigOne Drilling Training Center as outlined in the plans and the specifications.

The contractor shall furnish all labor, material, tools, equipment, transportation, bonds, permits, all applicable taxes, incidentals, and other facilities to perform all work for the said new construction as described in the summary of work below:

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

Summary of Work:

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Refer to Uniform General Conditions for substitutions.
- B. The project is located on the
HCC Northeast Campus
555 Community College Drive
Houston, Texas 77013.
- C. The specific project site is the property at the southeast intersection of Workforce Parkway and Student Parkway on the northeast end of the campus.
- D. The Project consists of the construction of an Offshore Drilling Training Facility and related site improvements.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The project Work includes earthwork, concrete foundations and floor slabs, structural steel framing, miscellaneous steel assemblies, steel stairs, steel handrails, electrical service, electrical power and lighting.
- B. Site work includes excavation and fill, on-site detention, underground storm utilities, new water tap and service / distribution, and chain-link fencing and gates.

PART 3 – EXECUTION

3.1 SCHEDULE

ATTACHMENT NO: 3

- A. Completion Time: The Owner has a critical need for the entire project to be completed as soon as practical. Each proposer, on their Proposal Form, shall state the number of calendar days they propose to achieve Substantially Completion.
- B. Guaranteed Completion Time: Refer to the Division 1, Section 01 23 00 – Alternates for the requirements of a Guaranteed Completion Alternate proposal.
- C. Refer to General Conditions, Supplementary Conditions and / or Special Conditions for information regarding liquidated damages for not achieving Substantial Completion within the time frame stipulated in the Owner-Contractor Agreement.

Additional information added below

**ATTACHMENT NO: 4
PROJECT NO. CSP 15-XX
DETERMINATION OF GOOD FAITH EFFORT**

Proposer _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form as directed below:

Section 1.

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Proposer must determine what portion(s) of work, including goods or services, will be subcontracted. Check the appropriate box that identifies your subcontracting intentions:

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 6 and No. 7)

_____ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete Section 3, below.)

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

If you responded "No" in SECTION 1, please explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

Signature of Proposer Title

Date

This page intentionally left blank.

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

**PROJECT TITLE: RigOne Drilling Training Center
Project No.: CSP 15-11**

I, _____,
(Name)

_____, of
(Title)

(Name of proposer's company)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on this Project.

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

ATTACHMENT NO. 6

**PROJECT TITLE: RIGONE DRILLING TRAINING CENTER, PROJECT NO.: CSP 15-11
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

RESPONDENT/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL RESPONDENTS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESSES IN THEIR PROPOSAL SUBMISSIONS.

CONTRACTOR	TYPE OF WORK TO BE DONE	Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	PERCENT OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: ADDRESS: CONTACT NAME: TELEPHONE #/E-MAIL ADDRESS:				
SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: ADDRESS: CONTACT NAME: TELEPHONE #/E-MAIL ADDRESS:				
BUSINESS NAME: ADDRESS: CONTACT NAME: TELEPHONE #/E-MAIL ADDRESS:				
NON-SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: ADDRESS: CONTACT NAME: TELEPHONE #/E-MAIL ADDRESS:				
BUSINESS NAME: ADDRESS: CONTACT NAME: TELEPHONE #/E-MAIL ADDRESS:				

BUSINESS NAME: _____
 ADDRESS: _____
 SUBMITTED BY: _____
 TELEPHONE/FAX: _____
 E-MAIL ADDRESS: _____

DATE SUBMITTED _____
 CONTRACTOR'S PRICE/TOTAL SMALL BUSINESS \$ _____
 SUBCONTRACTOR(S) PRICE/TOTAL NON- SMALL BUSINESS \$ _____
 SUB-CONTRACTOR'S PRICE/TOTAL \$ _____
 GRAND TOTAL \$ _____

ATTACHMENT NO 7

**PROPOSER CERTIFICATIONS
PROJECT NO. CSP 15-11**

1. NON-DISCRIMINATION STATEMENT:

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, religion, gender, age, veteran's status, disability or national origin. 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, veteran's status, disability or national origin. Such action shall include, but shall not be limited to, the following non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

2. 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 = _____ percent (%)

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 Respondent may be subject to the loss of the contract or the termination thereof

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFSCP. The undersigned further understands that the PROPOSER shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through the day the contract documents are signed by all parties. This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

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

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

5. DISCLOSURE OF OWNERSHIP INTEREST:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

6. PROHIBITED CONTRACTS/PURCHASES:

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

This page intentionally left blank.

**EXHIBIT 1 - TO ATTACHMENT NO. 7
OWNERSHIP INTEREST DISCLOSURE LIST
PROJECT NO. CSP 15-11**

Instruction: Using the following table, please fill in the names of any member of the Respondent's company who is a "Contractor" (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

Name	Title	Company Name

This page intentionally left blank.

EXHIBIT 2 - TO ATTACHMENT NO. 7

PROHIBITED CONTRACTS/PURCHASES PROJECT NO. CSP 15-11

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

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

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

Definitions:

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

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

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

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

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

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

ATTACHMENT NO. 8 – CSP 15-11

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 178.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.)		
3 Name of local government officer with whom filer has employment or business relationship.		
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
<hr style="width: 100%;"/>		
4		
<hr style="width: 100%;"/> Signature of person doing business with the governmental entity		<hr style="width: 100%;"/> Date

Adopted 06/29/2007

Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate

**ATTACHMENT NO. 9
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

PROJECT TITLE: RigOne Drilling Training Center
PROJECT NO: CSP 15-11

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

This form must be completed, signed and notarized. The Completed form must be submitted along with your proposal

This requirement applies to contracts with a value exceeding \$50,000.

Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____
Address: _____

b. For each individual named above, show the type of ownership/distributable income share:

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

sole proprietorship _ stock _ partnership _
other (explain): _____

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (___).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____ %, or
the value of ownership interest \$ ____ .

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes _____ No _____

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes _____ No _____

Section 3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

State of _____

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

this the _____ day of _____, 2015.

Notary Public for the State of: _____

"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-2099.

Balance of page intentionally left blank.

ATTACHMENT NO. 10

Proposer Questionnaire

Not Applicable

Balance of page intentionally left blank.

ATTACHMENT NO. 11
SPECIFICATIONS and DRAWINGS
PROJECT NO. CSP 15-11
RigOne Drilling Training Center Project

General Contractor/Proposers may obtain Contract Documents, including plans and specifications from the Owner through the Owner's Electronic Management Communication program, e-Builder.

Proposal Documents will be available beginning 16 March 2015 and may be viewed at the following address:

Texas-IBI Group, INC.
455 E. Medical Center Blvd., Suite 500
Houston, Texas 77589
(281) 286-6605

Office Hours are 8:00 AM to 5:00 PM

Please copy the link below and paste in your browser to access the drawings and the project manual for this project.

<https://app.e-builder.net/public/publicLanding.aspx?QS=bda31f31a02b436a96050da8b69f922a>

Please click and expand on 13.01 Bid Documents folder

Payment Bond AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to or greater than 100% of the Contract Sum conditioned upon the faithful performance of the Contract will be required upon execution of the Owner-Contract Agreement. Please note that all bonding companies presented must be acceptable to the Owner.

The prevailing rates of wages described in the Contract Documents are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

All General Contractor Proposers submitting a proposal are encouraged to attend the proposal opening.

Subcontractors and Suppliers intending to submit proposals to General Contractors Proposer are required to prepare their proposal based on a complete set of Contract Documents. All General Contractors Proposers submitting a proposal are encouraged to visit the site prior to submission of their proposal.

Drawings Availability

Drawings & specifications may be viewed at following locations:

Associated General Contractors
8450 Waterpark, Suite 100
Houston, TX 77092 800-364-2059 ex. 8059

Dodge FW McGraw Hill Information Services
10606 Hempstead Rd.
Houston, TX 77092 (713) 316-9411

Virtual Builders Exchange/ABC
7035 West Tidwell, Suite J112
Houston, TX 77098 (832) 613-0201

Drawings & specifications may be purchased at the following location:

A&E The Graphics Complex
4235 Richmond Avenue
Houston, TX 77027
Telephone: (713) 579-1234

Sample Contract Documents

By and Between

Houston Community College

And

INSERT CONTRACTOR NAME HERE

For

Construction Services: INSERT PROJECT TITLE

Project No. INSERT PROJECT NO.

SAMPLE

CONTRACT BETWEEN HOUSTON COMMUNITY COLLEGE
And

HCC Project No.

This Contract ("Contract") is made by and between Houston Community College ("HCC," "Owner"), a public community college district organized under Chapter 130 of the Texas Education Code, and _____, hereinafter known as (the "Consultant"), whose address is _____ (individually, "Party" and collectively, "Parties"), effective as of _____ ("Effective Date").

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled _____ (Project No. _____). These drawings and specifications prepared for Houston Community College by _____, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as Exhibit 1 (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

UNIFORM GENERAL and SUPPLEMENTARY GENERAL CONDITIONS	Exhibit 1
SECTION 010000 MISCELLANEOUS REQUIREMENTS	Exhibit 2
CONTRACT FORMS AND GENERAL REQUIREMENTS	Exhibit 3
DRAWING LIST	Exhibit 4
ADDENDUM No.1	Exhibit 5
ADDENDUM No. 2	Exhibit 6
ALLOWANCES	Exhibit 7
GENERAL CONDITIONS, REQUIREMENTS, INSURANCES, TAXES & BOND LINE ITEMS	Exhibit 8
INSURANCE REQUIREMENTS	Exhibit 9
PAYMENT AND PERFORMANCE BONDS, DOCUMENTS BF & BG	Exhibit 10
OWNER'S SPECIFICATIONS	Exhibit 11
ASSURANCE OF SBDP GOAL	Exhibit 12
POLICY ON UTILIZATION OF SMALL BUSINESS (SB) PROGRAM	Exhibit 13
CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM	Attachment A
SUBCONTRACTOR PAYMENT CERTIFICATION FORM	Attachment B
SUBCONTRACTOR PROGRESS ASSESSMENT FORM:	Attachment C
SMALL BUSINESS DEVELOPMENT PROGRAM	Attachment D
PAYROLL FOR CONTRACTOR'S OPTIONAL USE (U.S.) DEPT OF LABOR)	Exhibit 14

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within ____ (__) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of _____ (\$ _____), and make payment on account as hereinafter provided.

ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted **Document DG, Assurance of SBDP Goal** ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the Small Business ("SB") Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 10, Exhibit 11, and Exhibit 12**. No changes to the SB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of five hundred dollars (\$500.00) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK: The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located, Houston, Texas, Harris County, shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

SAMPLE

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand HCC's Ethics Policy, <http://www.hccs.edu/district/departments/procurement/policies/http://www.hccs.edu/procurement/policies/> available at and the HCC Vendor Conflict Interest Questionnaire, <http://www.hccs.edu/procurement/policies/conflict-of-interest/> is in compliance with said policies and applicable state ethics laws and rules.

Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause HCC employees to violate HCC's Ethic's Policy, provisions described by HCC Standards of Conduct Guide, , or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. By signature hereon, Contractor certifies that no member of the Board of Trustees of Houston Community College, or Executive Officers, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

ATTEST:

Contractor

By: _____

_____ **Insert Contractor's Name**

_____ Title

By: _____ (Original Signature)

Date: _____

CONTENT APPROVED:
Office of Facilities Planning and Construction

HOUSTON COMMUNITY COLLEGE
(Owner)

Houston Community College

By: _____
(Original Signature)

Name: Charles Smith
Title: Chief Facilities Officer
Facilities Planning and Construction

By: _____
(Original Signature)

Name: Dr. Cesar Maldonado
Title: Chancellor

Date: _____

CONTENT APPROVED:
Office of General Counsel
Houston Community College

By: _____
(Original Signature)

Name: E. Ashley Smith
Title: Acting General Counsel