



## **Procurement Operations**

### **Request for Competitive Sealed Proposals (RFCSP)**

**Project Title: Southeast Campus Parking  
Infrastructure Improvements**

**Project No. 12-32**

# REQUEST FOR PROPOSALS

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<u>Sample Contract Documents</u>	
(The resulting contract will include at least the following documents)	
Sample Contract re: See Project Manual, Section 00 52 13	
Exhibit 14: Contractor & Subcontractor/Supplier Participation Form, if appropriate	
Exhibit 15: Subcontractor Payment Certification Form	
Exhibit 16: Subcontractor Progress Assessment Form	
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**HOUSTON COMMUNITY COLLEGE**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS - SUMMARY**

**Date: March 12, 2012**

**Project Title: Southeast Campus Parking Infrastructure Improvements**

**Project No.: 12-32**

.....  
**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Georgia Coats  
Title: Purchasing Agent  
Telephone: (713) 718-5004  
Fax: (713) 718-2113  
Email: georgia.coats@hccs.edu  
.....

**Project Overview:**

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Parking Infrastructure Improvements at our Southeast Campus. Such work will include but is not limited to, Site Work, Infrastructure, Utilities, Paving, Landscaping, Irrigation, Signage, Lighting, Electrical, Storm Drainage and related support designs. (Please refer to Attachment No. 2, Price Proposal).

**Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

**Pre-Proposal Meeting:**

A non-mandatory pre-proposal meeting will be held in the Angela Morales Lecture Hall, 1<sup>st</sup> Floor, 6815 Rustic, Building B, Houston, Texas 77087 on March 20, 2012 at 2:00 P.M. (local time).

**Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide the required Southeast Campus Parking Infrastructure Improvements until 2:00 P.M. (local time) on April 10, 2012. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. **Late Bids will not be considered and returned to the Proposer unopened.**

**Contract Term:** Per the Project Schedule (estimated 6 months)

**Bonds:** Bonds will be required at the time a purchase order is issued for a specific project or group of projects. (See Attachment 4, Paragraph 25).

**Prevailing Wage:** The Prevailing Wage Rates for this solicitation are those of the City of Houston, Texas. (See Attachment 4, Paragraph 24; and Exhibits 17 & 18).

**Obligation and Waivers:** This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

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

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

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

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

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

## **INSTRUCTIONS TO PROPOSERS**

### **1. Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Southeast Campus Parking Infrastructure Improvements in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

### **2. Proposal Submittal**

Proposer(s) shall submit one (1) original and four (4) copies of the technical and price proposals to the address shown below by the date and time specified in this solicitation. Your submittal shall also include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. In addition to the technical proposal (Section 4.a, below) each proposer must complete and return the following documents, if appropriate:

- Proposal / Award Form (Attachment No. 1)
- Price Proposal (Attachment No. 2)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) \*\*\* Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Proposers Certifications(Attachment No. 9)
- Business Questionnaire (Attachment No. 12)
- Conflict of Interest Questionnaire (Attachment No. 16)
- Disclosures: Financial Interests & Potential Conflicts of Interest (Attachment No. 17)

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.

All proposals shall be submitted to the following address:

Houston Community College  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 12-32  
Attn: Georgia Coats, Purchasing Agent

### **3. 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.
- b. 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.

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
  - Have a satisfactory record of past performance:
  - Have necessary personnel and management capability to perform any resulting contract:
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
  - 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:
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c), Eligibility For Award 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.
- e. 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.
- f. 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 13 of this solicitation

#### 4. **Preparation of Proposal**

This Request for Proposal contains two parts which must be completed and submitted to the Houston Community College: The technical proposal and the pricing proposal as described herein. Both documents must be received by the date and time established in the solicitation for receipt of proposal.

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Experience in Performing General Construction Projects:** This section shall include the management and technical approach, experience in general construction of similar projects related to this RFCSP as well as a description of all services offered by the proposer. Provide project name; firm's role (prime or subcontractor); date completed; construction cost; project size (SF); client/contact names). Experience in performing General Construction projects of equivalent work (required). Provide title of completed projects and total years of experience. Include a description of the firm, including firm's history, size, organizational chart, which includes "key" staff members and their respective responsibilities for this project, percent of time to be assigned to this project. Identify Project Manager and Superintendent assigned to this project and

resumes of each key person assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified. Provide a detailed management plan with defined lines of authority, and current ability to hire and manage subcontractors. Provide a **Construction Schedule/Project Completion Timeline** for Southeast Parking Infrastructure and Improvements. (See Attachment 3, Scope of Services).

- **Project Understanding and Methodology:** This section shall include the firm’s knowledge and experience of project requirements, construction philosophy and methodology, process for integrating institutional standards into construction. Detail the methods used and firms quality and control processes. Describe techniques or procedures implemented on previous projects. Specify your firm’s maximum project duration per calendar day. (See Attachment 3, Scope of Services).
- **Firm’s Financial Status and Bonding Capacity:** This section shall include sound financial status based on review of Firm’s Financial Statement for the past three (3) years. (Profit and Loss Statements must be included). Demonstrate total bonding capacity. Provide name of bonding company, telephone number and contact person. Identify bonding agent. Include available bonding capacity and current backlog, if any. (see Attachment 3, Scope of Services).
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation. Provide detailed information showing small business participation in major project with small business goals that firm has completed.

**b. Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Price Proposal).

**5. 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 and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>Factor</u>	<u>Maximum Points</u>
• Experience in Performing General Construction Projects:	30
• Project Understanding & Methodology:	30
• Firm’s Financial Status & Bonding:	5
• Price Proposal:	35
• Small Business Commitment:	acceptable/unacceptable
	-----
Total Points:	100

**6. 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 Section 3 or 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 proposals submitted and documents and consider the proposal for award. HCC also reserves the right to award multiple contracts against this solicitation.

7. **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 HCC's discretion.

8. **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.

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

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established twenty-five (**25**) percent of the total contract value (based on actual payments) as its goal for small business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
  - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

11. **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.

12. **Internship Program**

- a. 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.

- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

### 13. **Prohibited Communications**

Except as provided in exceptions below, 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, proposer, 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 on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

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

In the event the Board refers the recommendation back to staff for reconsideration, the 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.

### 14. **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.

15. **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.

16. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing to [georgia.coats@hccs.edu](mailto:georgia.coats@hccs.edu) by 5:00 PM (local time), March 27<sup>th</sup>, 2012. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at [www.hccs.edu](http://www.hccs.edu). Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

17. **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.

18. **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 31<sup>st</sup>.

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

20. **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.

21. **No Third Party Rights**

This Contract is made for the sole benefit of the 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.

22. **Submission Waiver**

By submitting a response to this RFP, the Offerer 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.

**ATTACHMENT NO. 1**  
**HOUSTON COMMUNITY COLLEGE**  
**REQUEST FOR PROPOSALS**

**PROPOSAL/CONTRACT AWARD FORM**

.....

**PROJECT TITLE: Southeast Campus Parking Infrastructure Improvements**  
**PROJECT NO.: 12-32**

.....  
Name of Proposer/Contractor: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Receipt of Proposal Amendment Number(s): \_\_\_\_\_

.....  
In compliance with the requirements of this Request for Proposals for providing Southeast Campus Parking Infrastructure Improvements, the undersigned hereby proposes to furnish all necessary resources required to perform the work 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. 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
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. 12-32

.....

Contractor to perform the work required herein in accordance with Terms and Conditions incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community  
College pursuant to approval by the Board of Trustees  
on \_\_\_\_\_, 2012

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

Dated: \_\_\_\_\_

Title:

**ATTACHMENT NO. 2**

**PRICE PROPOSAL I  
FOR  
Southeast Campus Parking Infrastructure Improvements**

The Proposer/Contractor shall furnish all necessary resources and services necessary and required to provide Southeast Campus Parking Infrastructure Improvements, in accordance with the Project Manual and Architectural Drawings hereby incorporated and made a part of this RFCSP and the general terms and conditions of the sample contract for the prices listed below. Please provide a **Project Total Proposed Price** reflecting all project costs to successfully complete the Southeast Campus Parking Infrastructure Improvements. Work requirements will be specified in individual purchase orders issued by Houston Community College. **Please submit this form in separate, sealed envelope with your technical proposal and label it "Price Proposal".**

<b>ITEM</b>	<b>DESCRIPTION OF WORK/ITEMS</b>	<b>Proposed Price</b>
001	TOTAL PROJECT COST INCLUDING OVERHEAD AND PROFIT	\$
002	SIGNAGE ALLOWANCE	\$ <b>75,000.00</b>
003	CONTINGENCY (OWNER)	\$ <b>225,000.00</b>

**Total Proposed Price (Items 001-003): \$ \_\_\_\_\_**

Note: Total proposed price must equal the total line item cost for items 001-005

**Proposer's Maximum Project Duration in Calendar Days: \_\_\_\_\_**

**ATTACHMENT NO. 3**  
**PERFORMANCE OF WORK**  
**FOR**  
**SOUTHEAST CAMPUS PARKING INFRASTRUCTURE IMPROVEMENTS**

**I. General**

Houston Community College ("HCC") is seeking qualified General Construction Contractors to provide Parking Infrastructure Improvements at our Southeast Campus located at: 6815 Rustic Street, Houston, TX 77087.

**II. Scope**

This project consists of architectural, civil, structural electrical and landscaping site work only, including site work, infrastructure, utilities, paving, landscaping, irrigation, signage, lighting, storm drainage, and related support designs. The new work includes the construction of a paved parking area (approximately 12,600 SF), new concrete walkways (approximately 2,400 SF), concrete paver walkways (approximately 4,500 SF), decomposed granite paving (approximately 12,000 SF). Masonry seating walls and installation of site amenities, including benches, tables and trash receptacles. Electrical includes the conversion of pole mounted transformers to pad mounted transformers on the west side of the campus. Civil improvements include the re-development of the existing storm system to accommodate site improvements. Demolition of site lighting on the west side of the campus and the demolition of existing pavings (approximately 26,000 SF).

Included in the site amenities are five (5) free-standing pavilions approximately 575 SF.

The estimated construction cost is \$2,500,000 which includes allowances for Owner's Contingency and Signage.

Project Manual, Specifications and Drawings can be accessed on the link below:

<http://app.e-builder.net/Bidders/Landing.aspx?BidPackageID={466e36c0-1f23-475a-92a9-28da91616726}>

## ATTACHMENT NO. 4

### GENERAL TERMS AND CONDITIONS

**1. Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

**2. Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be per the Project Schedule (estimated 6 months) unless extended or terminated by HCC in accordance with the terms and conditions of this contract.

**3. Period of Performance**

A. The term of this contract shall commence upon issuance of the first purchase order/work request, whichever shall constitute a written notice to proceed, or within ninety (90) calendar days of the Notice of Contract Award, whichever is earlier.

B. The period of performance for each work request/purchase order shall be as specified in the individual work request/purchase order. The Contractor agrees to meet the required performance schedule as set forth in each work request/purchase order.

C. When the Contractor considers the work specified in each work request/purchase order complete and ready for its intended use, the Contractor shall request the HCC Representative to inspect the work to determine the status of completion. When the HCC Representative determines the work to be substantially complete, the HCC Representative will issue a Certificate of Substantial Completion for the work as stated in the particular work request/purchase order.

**4. Interpretation, Jurisdiction and Venue**

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

**5. Compliance with Laws**

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

**6. Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

**7. Termination for Convenience**

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



**8. Termination for Default**

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

**9. Third Party Rights**

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

**10. Ethics Conduct**

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

**11. Conflict of Interest**

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

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

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.
- For this contract, HCC has established **25** percent of the total contract value (based on actual payments) as its goal for small business participation.

**13. Small Business Compliance**

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

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

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

**15. Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

**16. Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained in Attachment No. 15.

**17. Indemnification**

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

**18. Independent Contractor**

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

**19. Assignment**

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

**20. Notices**

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

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

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

**21. Invoicing and Payment**

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

Houston Community College  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 12-32 and the applicable purchase order number.

- Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the contractor's payment in the mail or the date on which an electronic transfer of funds occurs.
- Request for pay application must have certified payroll submitted upon completion. Must comply with updated city of Houston prevailing wage rates.

**22. Compensation**

As full consideration for the satisfactory performance by the Contractor of this Contract, HCC shall pay to the Contractor the amounts specified in the individual purchase order.

**23. Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any 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 comes first. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**24. Prevailing Wage Rate**

The Contractor shall compensate all employees performing work under this contract at the rates set forth in Exhibits 17 and 18, City of Houston Prevailing Wage Rates for Building Construction and City of Houston Prevailing Wage Rates for Engineering Construction, respectively.

**25. Performance and Payment Bonds**

• **Payment Bond:**

The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract or purchase order is in excess of \$25,000.

• **Performance Bond:**

The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract or purchase order amount if the contract is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

The Performance and Payment Bonds must be submitted to the Purchasing Department within fourteen (14) calendar days after receipt of a copy of the executed contract or a written notice of contract award. The bonds must be made payable to Houston Community College System.

The Contractor will be required to supply the applicable bonds prior to the issuance of a purchase order by HCC and prior to any work being performed. All costs to obtain the applicable bonds are the responsibility of the Contractor. Once a Contractor is selected and a contract is negotiated, in accordance with requirements in the contract, the Contractor will:

- a) Submit a copy of the bonds to their surety company;
- b) The surety company will complete the forms and submit the completed forms DIRECTLY to the HCC Project Manager;
- c) The Project Manager may contact the Surety Company to verify the validity of the submitted documents;
- d) The submitted documents will be submitted to HCC for review and signature;
- e) Upon receipt of the District signature, the Project Manager will begin either the contractual process, or, issue a purchase order for the project.

**26. Force Majeure**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the terms specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, by order of any court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force-Majeure shall rest solely with HCC.

**27. Permits**

The Contractor shall, without additional expenses to HCC, be responsible for obtaining any necessary licenses and permits, and for complying with Federal, State municipal laws, codes and regulations applicable to the performance of the contract.

**28. Safety**

This Contractor shall be responsible for compliance with all safety rules regulations of the Federal Occupational Safety and Health Act of 1970 and those of HCC and all applicable state and local laws, ordinances and regulations during the performance of this contract.

**29. Criminal Background Checks**

The Contractor(s) shall perform a criminal background check on each employee who services HCC and has reason to visit any HCC campus or facility. Criminal background checks must be performed on each employee on an annual basis and all information regarding the criminal background check must be maintained by the Contractor and made available to HCC upon request of the Director of Maintenance.

**30. Internship Program**

The Houston Community College (HCC) is expanding its student internship program. All Contractors are encouraged to make a commitment to utilize certain HCC students in an internship capacity with the firm under any resulting contract for services required under this solicitation. HCC will provide the selected contractor with the names of student eligible to participate in the internship program.

**31. Entire Agreement**

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

## ATTACHMENT NO. 5

### DETERMINATION OF GOOD FAITH EFFORT

**HCC Project No. : 12-32**

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. 5 and No. 6)

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

#### Section 2.

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

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

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

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

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

NOTE: If the Proposer is subcontracting a portion of the work and is unable to meet the solicitation goal or if any of the above items (1-4) are answered "no", the Proposer must submit a letter of justification.  
Section 3.

SELF PERFORMANCE JUSTIFICATION

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

---

---

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 6  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_, of  
 (Name) (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 Project #12-32.

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

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

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

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

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

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

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

**Houston Community College  
Procurement Operations/Small Business Representative  
Post Office Box 667517  
Houston, Texas 77266-7517  
Ref: HCC Project No. 12-32**

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

**BUSINESS CLASSIFICATION**

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

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____



**ATTACHMENT NO. 8**

**CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

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

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

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

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

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

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

Grand Total: \$ \_\_\_\_\_

## **ATTACHMENT NO. 9**

**HCC Project No.: 12-32**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. 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 = \_\_\_\_\_

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

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

**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 RFP. 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, disbarment, 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.

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 \_\_\_\_\_, 2012.

\_\_\_\_\_

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

**ATTACHMENT NO. 10**  
**Not Applicable**

**ATTACHMENT NO. 11**

**NOT APPLICABLE**

**ATTACHMENT NO. 12**  
**BUSINESS QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

If headquarters is located out of state, does that state have preferential treatment on Proposals? \_\_\_\_\_

If yes, list percentage. \_\_\_\_\_%

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

Title \_\_\_\_\_

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

*Example: Newspapers (Chronicle, La Informacion, Voice of Asia, African American News, etc.)  
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*

**TYPE OF ORGANIZATION**

\_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership

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

Federal Employer Identification Number \_\_\_\_\_  
(Note: please refer to Attachment No. 14, Vendor Application Instructions)

How long in business under present name \_\_\_\_\_

Number of persons now employed \_\_\_\_\_

**REFERENCES**

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

Name of Firm                      Address                      Point of Contact                      Telephone #

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**ATTACHMENT NO. 13**

Not Applicable



## **ATTACHMENT NO. 14**

### **VENDOR APPLICATION INSTRUCTIONS**

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

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/StartRegistry.asp?TN=hccs&XID=8232>

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

**ATTACHMENT NO. 15**

**INSURANCE REQUIREMENTS**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Southeast Campus Parking Infrastructure Improvements  
Project Number: 12-32

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

- A. Occurrence/Personal Injury/Advertising
- B. Products / Completed Operations      \$1,000,000.00    CSL
- C. Annual Aggregate                            \$2,000,000.00    CSL
- D. Products Aggregate                        \$2,000,000.00    CSL
- E. Fire, Lightning or Explosion            \$1,000,000.00    CSL
- F. Medical Expense                            \$5,000.00         Per person

**2. Automobile Liability:**

- Bodily Injury/Property Damage            \$1,000,000.00    CSL

**3. Workers' Compensation**

- Part    Statutory
- A-
- Part B-    \$1,000,000.00    Each Accident
- \$1,000,000.00    Policy Limits
- \$1,000,000.00    Each Employee

**4. Endorsements**

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

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

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

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:  
ATTN: Georgia Coats, Purchasing Agent  
Procurement Operations  
Houston Community College  
PO Box 667517 (MC 1118)  
Houston, TX 77266-7517

**Note:** CSL denotes "Combined Single Limit"

## ATTACHMENT NO. 16

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <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.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.		
<hr style="width: 60%; 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 176.001(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: 60%; margin: 0 auto;"/>		
<b>4</b>		
<hr style="width: 60%; margin: 0 auto;"/> Signature of person doing business with the governmental entity	<hr style="width: 60%; margin: 0 auto;"/> Date	

Adopted 06/29/2007

**ATTACHMENT NO. 17**

**DISCLOSURES**

**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

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 received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College  
Attn: Procurement  
3100 Main Street  
Houston, TX 77002**

With a copy to:

**Houston Community College  
Attn: Office of System-wide Compliance, Compliance Officers  
3100 Main Street  
Houston, TX 77002**

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: \_\_\_\_\_

- Ownership interest exceeding 10%
- Ownership interest exceeding \$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 to or married to individual has ownership or real property interest in Vendor
- No individuals have any of the above financial interests   
(If none, go to Section 2)

**b.** For each individual named above, show the type of ownership/distributable income share:  
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 the 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 eighteen (18) months, including but not limited to contractual employment for services for vendor. Yes \_\_\_ No \_\_\_

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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 eighteen (18) months. Yes \_\_\_ No \_\_\_

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**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\_\_\_

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b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 of more within the preceding 12 months. Yes \_\_\_ No \_\_\_

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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 a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

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

**AFFIX NOTARY SEAL ABOVE**

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

**"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF 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 System-wide Compliance** at (713) 718-2099.

**ATTACHMENT NO. 18**

**Uniform General and Supplementary General Conditions  
for Houston Community College**

**See Project Manual, Section 00 72 13**

**ATTACHMENT NO. 19**

**Houston Community College Construction Contract**

**See Project Manual, Section 00 52 13**





## **Procurement Operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

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**For**

**Southeast Campus Parking Infrastructure Improvements**

**CONTRACT BETWEEN HOUSTON COMMUNITY COLLEGE**

**And**

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**HCC Project No. 12-32**

**See Project Manual, Section 00 52 13**

**EXHIBIT 14**

**CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

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

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

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

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

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

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

**EXHIBIT 15**

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

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.  
2. The prime contractor shall submit this completed form with the invoice on a monthly basis.

PROJECT NO./TITLE: 12-32 Southeast Campus Parking Infrastructure Improvements

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

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

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

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

for work performed during \_\_\_\_\_ under Contract/Project No. 12-32.  
(Enter Time Period)

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

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

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

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

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

**EXHIBIT 16**

**HOUSTON COMMUNITY COLLEGE  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** 12-32 Southeast Campus Parking Infrastructure Improvements

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

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

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

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

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

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will  
 (Prime Contractor)  
 make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

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

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

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

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

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

**EXHIBIT 17**

Document 00821

WAGE SCALE FOR BUILDING CONSTRUCTION

**See Project Manual, Section 00 82 10**

**EXHIBIT 18**

Document 00820

WAGE SCALE FOR ENGINEERING CONSTRUCTION

**See Project Manual, Section 00 82 00**