

**Houston Community College System  
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Supply Electricity and Associated Services**

**PROJECT NO. 06-04**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE SYSTEM**

3100 Main Street  
11<sup>th</sup> Floor, Procurement Operations  
Houston, TX 77002  
Telephone: (713) 718-5001

REQUEST FOR PROPOSAL  
PROJECT NO. 06-04  
**SUPPLY ELECTRICITY & ASSOCIATED SERVICES**

Sealed proposals will be accepted in the Purchasing Department, 3100 Main Street (Eleventh Floor), Houston, TX 77002, until 3:00 p.m., November 3, 2005, and may not be withdrawn for a period of 90 days after opened, unless otherwise stipulated by the bidder in the space provided under "Prices Held Firm."

**CONTACT INFORMATION:** The Houston Community College System ("HCC") is always conscious and extremely appreciative of your time and effort in preparing this offer. All requests for information should be directed in writing to:

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

**PROPOSER'S CERTIFICATION:** I, the undersigned, certify that this RFP is made without previous understanding, agreement or connection with any person, firm, or corporation making an offer for the same materials, and is in all respects fair and without collusion or fraud. I further certify that I am legally empowered to bind the corporation, partnership, or individual owner.

**PRICES HELD FIRM:** The RFP offer as indicated on the RFP form shall be good for no more than \_\_\_\_\_ days after opened, unless an extension is requested by HCC and approved by the Offeror. The contract pricing shall be firm for the duration of the contract.

**Name of Offeror:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

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

**E-Mail Address:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Manual Signature:** \_\_\_\_\_

**Typed Signature/Title:** \_\_\_\_\_

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### **1.0 GENERAL INSTRUCTIONS**

#### 1.1 Definitions

- 1.1.1 Offeror refers to submitter.
- 1.1.2 Vendor refers to successful offeror or consultant.
- 1.1.3 “HCC” refers to Houston Community College System.

**1.2** HCC reserves the right to accept or reject any or all offers, and to award based on the best overall offer submitted to HCC with consideration given to price and capability to perform in accordance with the standard business practices and requirements of the RFP. The Board of Trustees reserves the right to waive any minor irregularities in the RFP.

**1.3 Offerors must submit this RFP, their proposal response, the signature page, and all additional documents. It is requested that offeror provide one (1) original and three (3) copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to bind the firm in a contract.**

1.4 Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Proposals received in the Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable.

1.5 Any alteration made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity.

1.6 A proposal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following the date designated for the receipt of proposal and only prior to award.

1.7 Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during negotiation. However, all proposals shall be open for

public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by offeror as such will be treated as confidential by HCC to the extent allowable in the Open Records Act.

**1.8 No oral, email, telegraphic, telephonic or facsimile proposals will be considered.**

1.9 HCC is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

1.10 Any interpretations, corrections and/or changes to this Request For Proposal and Specifications or extensions to the opening/receipt date will be made by addenda to the RFP by HCC's Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the receipt of proposals. Sole authority to authorize addenda shall be vested in HCC's Procurement Executive Director. Addenda will be forwarded to all who are known to have received a copy of the Request For Proposal/Specifications. Offerors shall acknowledge receipt of all addenda.

1.11 Minimum Standards for Responsible Prospective Offerors: A prospective offeror must meet the following minimum requirements:

- 1.11.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.11.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.11.3 have a satisfactory record of performance;
- 1.11.4 have a satisfactory record of integrity and ethics;
- 1.11.5 completeness and thoroughness of proposal submittal
- 1.11.6 be otherwise qualified and eligible to receive an award.

HCC may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

## **2.0. TERMS OF CONTRACT**

2.1 HCC may negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both HCC and selected offeror shall be submitted in written form and made part of any resulting contract. Although HCC desires to negotiate toward a contract with the selected offeror, the District may award the contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the offeror's best terms.

2.2 This proposal, submitted documents, and any negotiations, when properly accepted by HCC, shall constitute a contract equally binding between the offeror and HCC.

2.3 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. Any modifications to the contract will be made in writing by HCC's Executive Director, Procurement.

2.4 Proposals must comply with all federal, state, county and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

2.5 Vendor shall defend, indemnify and hold harmless HCC and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Vendor shall pay any judgment with cost which may be obtained against HCC and participating entities growing out of such injury or damages.

2.6 This contract shall remain in effect until any of the following occurs: contract expires, delivery of products and/or completion of project, acceptance of services or terminated by either party with a thirty (30) days written notice prior to any cancellation and must state therein the reasons for such cancellation. HCC reserves the right to terminate the contract immediately in the event the vendor fails to: meet completion schedules, otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes HCC to purchase elsewhere and charge the full increase in cost and handling to the defaulting vendor.

2.7 HCC may terminate a contract, in whole or in part, whenever HCC determines that such termination is in the best interest of HCC, without showing cause, upon giving written notice to the vendor. HCC shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid an amount which exceeds the bid price for the work performed. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.8 All warranties shall be stated as required in the Uniform Commercial Code.

2.9 The vendor and HCC agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.10 The vendor agrees to protect HCC from any claims involving infringements of patents and/or copyrights.

2.11 This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.12 The vendor shall not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from HCC.

2.13 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.14 Vendor shall not advertise or publish, without HCC's prior approval, the fact that HCC has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

Vendor shall not advertise, publish or otherwise make reference to the existence of a contract between HCC and Vendor for purposes of solicitation. As exception, Vendor may refer to HCC as an evaluating reference for purposes of establishing a contract with other entities.

2.15 Term of Payment is net 45 days after the date the performance of service in accordance with the contract is completed and accepted by HCC, or the date HCC receives an invoice for the goods or services, whichever occurs the latest.

2.16 Unless otherwise notified, two copies of all invoices must be sent to the Accounts Payable Department, 3100 Main Street, Houston, Texas 75093. Invoices must show the item(s) shipped and the purchase order number applicable to the transaction.

2.17 HCC reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.

### **3.0 EVALUATION CRITERIA AND FACTORS**

3.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Texas Education Code.

3.1.1 Proposals will be evaluated based upon the following criteria:

- 20% FIRM'S QUALIFICATIONS/EXPERIENCE/PAST PERFORMANCE, IF ANY, IN PROVIDING SAME SERVICES TO A SCHOOL DISTRICT OR OTHER HIGHER EDUCATION INSTITUTIONS
- 10% PROPOSED STAFF & QUALIFICATIONS
- 10% SMALL BUSINESS PARTICIPATION
- 30% PROPOSED PRICING
- 15% RISK MANAGEMENT CAPABILITIES
- 15% CUSTOMER CARE APPROACH & PERFORMANCE

## **4.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES**

### **4.1 Statement of Purpose**

The Houston Community College System Electricity Services RFP has been developed to enable HCC to procure electricity and associated services from the deregulated Texas electricity market.

HCC seeks an energy supplier that is prepared to work with HCC in a close working relationship for the ongoing supply of electricity. The pricing options submitted by respondents to this RFP for these services must be competitively priced and offer ongoing value to HCC.

HCC is issuing this RFP for the electricity services to satisfy the procurement requirements set forth in the Texas Education Code, Article 44.031.

### **4.2 Background**

The Houston Community College System is an educational institution providing quality learning services within and across the boundaries of Houston, Texas. The Executive Director of Facilities is responsible for ensuring that the electricity services are provided to the entire HCC's sites in a safe, reliable and financially responsible manner. Key objectives are to minimize energy costs across all campuses and to maintain a close working relationship with energy suppliers.

Within the Houston Community College System, there are fifty-four (54) sites. These have all been included within the RFP. The sites include HCC campuses and various other infrastructure of HCC.

HCC is seeking an energy supplier that will assist in achieving its cost reduction, energy budget and energy conservation management objectives. The decision making authority for selecting an energy supplier for HCC sites rests with the HCC's Board of Trustees. The Vice Chancellor of Finance and Administration, the Executive Director of Procurement Operations and the Director of Maintenance are responsible for completing the analysis of responses to the RFP and making recommendations to the Board of Trustees for a Retail Electric Provider (REP) to be awarded the energy supply contract for the Houston Community College System.

### **4.3 Technical Inquiries**

All technical questions relating to this bid should be directed to Tim Rychlec, Director of Maintenance at (713) 718-7576 or via email to [timothy.rychlec@hccs.edu](mailto:timothy.rychlec@hccs.edu)

### **4.4 Energy Overview**

This RFP covers a total of fifty-four (54) sites which may be found by reviewing Attachment "A". The available details of HCC's sites and historical energy usage and electricity demands may be obtained from TXU Electric and Reliant Energy with the attached letter of agency (Attachment "B"). Prospective offeror's wishing to obtain this information should fill out the company information on the letter of agency and fax it to



HCC's Procurement Office at (713) 718-2113 for the required signature. After the form is signed, a copy of the letter will be faxed back to the company requesting the information. Please make sure that all contact information is included on a cover letter with the form so that it may be faxed back to the appropriate party after signing.

#### **4.5** Evaluation Process

The review of the RFP responses will determine the Retail Electric Provider (REP) most capable of delivering the best overall value to the District, consistent with the requirements herein and as evidenced by the Respondent's past performance history in providing the type and scope of services required within this RFP.

Offeror's will be assessed against the following, as outlined in the Evaluation Criteria stated in Section 3.0.

- Their level of experience in retailing natural gas and/or electricity sales within the State of Texas or other competitive deregulated markets. References, case studies, and other verifiable documentation of experience will be utilized where they are provided.
- Their capabilities relating to the management of their operations including corporate assets, customer base and extent of retail operations including the resources and technologies that enable them to bring value to their customer base.
- The pricing options submitted will be assessed in terms of matching HCC's pricing requirements, and will assess pricing over the total period of the proposed energy services contract.
- Their capabilities and experiences with managing the risks associated with energy supply procurement. Their general approach to identifying Customer's needs and tailoring appropriate risk management strategies will also be assessed.
- Their approach and demonstrable performance in the area of Customer Care and commitment to the customer.
- Their approach and demonstrated capacity of providing small business opportunities as defined by the small business goal.

#### **4.6** Selection Process

Qualifications of REPs will be assessed against criteria listed in the previous section.

The awarding of HCC's electricity supply contract will be made to the Respondent providing the best overall value consistent with HCC's requirements for the provision of the services identified within the RFP.

Subsequent to the evaluation of all RFP responses, HCC may provide the top respondents with the opportunity to make a formal presentation to HCC's RFP evaluation committee. The purpose of the presentation will be to clarify Respondent qualifications through mutual understanding. Following the respondent presentations, a selection shall be made of one respondent deemed to be fully qualified and best suited among those submitting responses on the basis of the evaluation factors.

Negotiations on risk management strategy and pricing targets shall be conducted with the selected respondent and they will be deemed the selected REP.

If HCC and the selected REP can not agree on terms for a contract, HCC shall enter into negotiations with one of the remaining REP respondents.

Should the HCC determine, at its sole discretion, that only one REP respondent is fully qualified, or that the nominated REP respondent is clearly more highly qualified than the others under consideration, a contract maybe negotiated and awarded to that REP. The Board of Trustees may accept or reject any proposal.

#### **4.7 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.

#### **4.8 Small Business Development Program (SBDP)**

A. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.

B. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.

C. For this solicitation, HCC has established **15%** of the total amount of the proposal as its goal for Small Business participation.

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

good faith effort:

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

E. Small Business Compliance: To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or designated 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.

#### 4.9 Prohibited Communications

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

- [1] Between a potential vendor, service provider, bidder, 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 his 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 communications 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.

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

### **5.0 PROPOSAL FORMAT**

The proposal shall be divided into tabbed, marked sections and shall include, but not limited, to information for each of the following:

#### 5.1 Firm Overview

**Offeror is requested to define the overall structure of the Firm to include the following**

- 5.1.1 A descriptive background of your company's history.
- 5.1.2 State your principal business location and any other service locations.
- 5.1.3 What is your primary line of business?
- 5.1.4 How long have you been selling product(s) and/or providing service(s)?
- 5.1.5 State how many and the locations where your product/services are in use.

#### 5.2 Supplier Qualifications

The qualifications and operational capabilities of prospective energy suppliers are fundamental criteria that HCC will assess in selecting a preferred REP. HCC is seeking an experienced energy supplier that is fully committed to the Texas energy market and to assisting customers to maximize the benefits from electricity deregulation. Provide details of claims that support your company's capabilities against the following criteria:

- Financial Robustness & Experience – provide details on the size of your organization and pertinent financial excerpts from your annual report and your involvement and experience in other deregulated markets.
- Customer Care – provide details of the level of customer service standards that your company has provided since the deregulation of the electricity market in Texas.
- Electricity Distribution - provide details that demonstrate your company's understanding and involvement with distribution and delivery systems.

- Energy Conservation - provide examples, including financial and non-financial benefits delivered to your customers.
- Small Business Participation – provide details of small business utilized by prime to fulfill small business requirements.

### 5.3 Reliability Issues

The provision of a safe, reliable and high-quality electricity supply is essential to HCC. The campuses and administrative facilities depend upon a reliable electricity supply in order to provide quality educational services and a safe environment for all students and staff. HCC is seeking an energy supplier that has the experience and capabilities to work with HCC's Executive Director of Facilities to minimize the impact on safety and HCC's operations as a result of poor power quality and electricity interruptions. Provide details that support your company's capabilities.

### 5.4 Pricing Objectives

Prepare pricing options for a twelve (12) month and twenty-four (24) month term fixed price, which includes all associated cost regarding the purchase and delivery of energy. HCC will consider other pricing options that offer value and allow ongoing flexibility. REPs should specify whether the supplied pricing has: (1) an acceptance period; or (2) is subject to confirmation.

### 5.5 Added Value

HCC has a strong commitment to ensuring all of the associated campuses utilize energy in an efficient and cost effective manner. To that end, HCC requires the awarded vendor to perform an annual energy audit of each location and submit potential energy savings findings. Describe the energy management and energy conservation measures that your company can make available to HCC.

### 5.6 Customer Care

Ongoing support and service management is an important requirement of the energy services package covered by this RFP document. HCC wishes to ensure that service levels do not deteriorate as a result of having to purchase electricity in a de-regulated environment. The service component from REP's responses will play a significant part in differentiating potential energy suppliers. Provide details of the level of customer care that will be provided to HCC.

### 5.7 Billing and Payment

Accurate, timely, easily understood electricity billing, and payment options are an essential requirement. Provide details of your billing systems and payment options that will ensure accuracy of pricing between your company and HCC. Billing must be Electronically transmitted as well as a paper copy. The electronic copy must be compatible with Microsoft Excel. Billing should have energy cost and distribution cost on the same page.

**5.8** References

Offeror is requested to include at least five (5) references with names, addresses and telephone numbers. The offeror is requested to include references of at least two (2) organizations having comparable electricity usage as HCC and one (1) from a financial institution with whom the firm has done business.

**5.9** Cooperative Purchasing

5.9.1 HCC is a member of several procurement cooperatives in the state of Texas. HCC reserves the Right to utilize an Interlocal Cooperative Agreement, if the Cooperative Agreement offers the Best Value to HCC. If HCC rejects all proposals, it may use an interlocal to provide it's energy requirements.

**Attachment "A"**  
**Houston Community College Facilities**

<b>Central College</b>	<b>Address</b>	<b>Sq. Ft.</b>
Boney Bldg	1215 Holman 77004	35000
Business Center	1215 Holman 77004	36680
Child Development Ctr	4115 Caroline 77004	3000
Fine Arts Center	3517 Austin 77004	75000
Fine Arts Parking Structure		
Heinen Theater	3517 Austin 77004	18000
J.B. Whitely Bldg.	1301 Alabama 77004	102000
Refugee Program	1401 Alabama 77004	3042
San Jacinto Memorial	1300 Holman 77004	172000
West Wing	1300 Holman 77004	60500
East Wing	1300 Holman 77004	60500
Staff Instructional Services	3821 Caroline 77004	21800
Theater One	3816 Caroline 77004	21900
Upward Bound	1420 Alabama 77004	1800
Child Care Ctr II	1121 Crawford 77004	1200
Willie Gale Hall	1990 W Airport Blv. 77004	39000
Child Educational Development Center	3214 Austin 77004	40845
<b>Total 17 Bldgs.</b>		<b>692267</b>

<b>Northeast College</b>	<b>Address</b>	<b>Sq. Ft.</b>
Automotive Tech. Training Ctr. A	4638 Airline 77022	53658
Automotive Tech. Training Ctr. B	4638 Airline 77022	18401
Codwell Hall	555 Community College Dr. 77013	76000

Northline Mall	401 Northline Mall 77022	80500
Pinemont Ctr.	1265 Pinemont 77018	47000
Roland Smith Truck Driving Ctr.	555 Community College Dr. 77013	13000
Codwell Hall Shower (Temp)		0
<b>Total 6 Bldgs.</b>		<b>288559</b>

<b>Northwest College</b>	<b>Address</b>	<b>Sq. Ft.</b>
Town & Country Ctr.	1010 West Sam Houston Parkway 77043	86869
Science Building	1080 West SanmHouston Parkway 77043	19417
Performing Arts Ctr.	1060 West Sam Houston Parkway 77043	26570
Westgate	1550 Fox Lake Drive 77084	110000
Katy Mills	25403 Kingsland Blv. 77494	8050

<b>Total 5 Bldgs.</b>		<b>250906</b>
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<b>Southeast College</b>	<b>Address</b>	<b>Sq. Ft.</b>
Angela Morales Bldg.	6816 Rustic 77087	65000
Coleman Medical Health Ctr.	1900 Galen Drive 77030	140000
Eastside Annex	2524 Garland 77087	12800
Felix Morales Bldg.	6815 Rustic 77087	54345
Tempory Classrooms (3 bldgs)	6815 Rustic 77087	2816
St. Andrews		
<b>Total 8 Bldgs.</b>		<b>274961</b>

<b>Southwest College</b>	<b>Address</b>	<b>Sq. Ft.</b>
Alief	13803 Bissonet 77072	43000
Applied Technology Ctr. (2 bldgs.)	4014 Bluebonnet 77477	18088
Greenbriar Annex	13645 Murphy Rd. 77477	17100



Gulfton Center	5407 Gulfton 77081	35500
Missouri City Ctr.	1681 Cartwright Road 77459	5454
Power Center	12401 S. Post Oak 77045	2280
Scarcella Science & Technology Ctr.	10141 Cash Rd. 77477	75000
Stafford Campus (7 bldgs.)	9910 Cash Rd. 77477	57230
West Loop Center	5601 West Loop North 77081	199451
<b>Total 16 Bldgs.</b>		<b>453103</b>

System	Address	Sq. Ft.
System Building	3100 Main 77002	430744
Parking Structure	3220 Main 77002	488660
<b>Total 2 Build.</b>		<b>430744</b>

<b>Total 54 Buildings</b>		<b>2390540</b>
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**Attachment "B"**  
**Customer Authorization to Release Proprietary**  
**Customer Information**

I, the undersigned customer of TXU Electric, consent to the release by TXU Electric of proprietary customer information concerning my accounts, to the company named below.

I understand and acknowledge that "proprietary customer information" consists of:

- Name and address
- Account number
- Type and classification of service that I receive
- Expected patterns of use
- Types of facilities used in providing service to me
- Individual contractors and conditions
- Price
- Current charge
- Billing records
- Any other information that I have expressly asked not be disclosed, or
- Any other information that TXU Electric has compiled on me in the normal course of providing electric service that makes it possible to identify me by matching such information with information listed above.

Accounts included in the Authorization:

Information Recipient :

\_\_\_\_\_

**Customer Name: Houston Community College System.**

P.O. Box 667517  
Houston, Texas 77266-7517  
Phone: (713)-718-5001

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

Michael Kyme

(mm/dd/yy)

By signing this form, I affirm that I have the authority to release information for the above accounts. I hereby release TXU Electric from any claim or liability arising from the release of such information pursuant to this authorization.

For Internal Use:

Date Information Supplied: (mm/dd/yy) \_\_\_\_\_

Attachment "C"

Pricing Form

**PRICING FORM  
RFP NO. 06-04  
SUPPLY ELECTRICITY & ASSOCIATED SERVICES**

All pricing shall be per kWh and shall be based on the November 2, 2005 2:00 p.m. pricing. Pricing shall be fixed for the term of the contract. The District shall have the ability to add or delete accounts at contract price. Please state pricing for different terms as requested. If vendor has additional proposed terms, please state those as well. The District will evaluate the different terms and the pricing offered for each and will make recommendation based on the best value to the District.

1. **Commodity Pricing with unlimited swing:**
  - 1.1 Twelve (12) month term \$ \_\_\_\_\_ /kWh
  - 1.2 Twenty-four (24)Month term: \$ \_\_\_\_\_ /kWh
  - 1.3 Twelve (12) Month with option to extend two (2) additional twelve (12) month periods: \$ \_\_\_\_\_ /kWh
  - 1.4 Other: \_\_\_\_\_ \$ \_\_\_\_\_ /kWh
  
2. **TDSP Charges:**
  - 2.1 Twelve (12) month term: \$ \_\_\_\_\_ /kWh
  - 2.2 Twenty-four (24) month term: \$ \_\_\_\_\_ /kWh
  - 2.3 Twelve (12) month with option to extend two (2) additional twelve (12) month periods: \$ \_\_\_\_\_ /kWh
  - 2.4 Other: \_\_\_\_\_ \$ \_\_\_\_\_ /kWh
  
3. **Any charges not included in TDSP or Commodity Pricing: (Include description below.)**
  - 3.1 Aggregator Fee \$ \_\_\_\_\_
  - 3.2 Gross Receipts Fee \$ \_\_\_\_\_
  - 3.3 Distribution Charge \$ \_\_\_\_\_
  - 3.4 Customer Charge \$ \_\_\_\_\_
  - 3.5 Delivery Point \$ \_\_\_\_\_
  - 3.6 Transition Charge \$ \_\_\_\_\_
  - 3.7 Nuclear Decommissioning Charge \$ \_\_\_\_\_
  - 3.8 Transmission Cost Recovery Charge \$ \_\_\_\_\_
  - 3.9 System Benefit Fund \$ \_\_\_\_\_
  - 3.10 Transmission Charge \$ \_\_\_\_\_
  - 3.11 Gross Receipt Fee \$ \_\_\_\_\_
  - 3.12 \_\_\_\_\_ \$ \_\_\_\_\_
  - 3.13 \_\_\_\_\_ \$ \_\_\_\_\_
  - 3.14 \_\_\_\_\_ \$ \_\_\_\_\_
  
4. **Comments/Exceptions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment "D"**  
**EDI Numbers**

ESI	Premise Address	City	Stat	ZIP	Owner Account Name	Contract kW	Annual Consumption	TDSP	Meter Read Cycle
1008901016137784180100	1205 HOLMAN ST	Houston	TX	77004	Houston Community College	207	1,054,368	RELTD	14
1008901016137784185100	1215 HOLMAN ST	Houston	TX	77004	Houston Community College	276	1,022,400	RELTD	14
1008901016137788840100	1418 HOLMAN ST	Houston	TX	77004	Houston Community College	545	2,534,880	RELTD	14
1008901000163820012100	5601 S WEST LOOP	Houston	TX	77081	Houston Community College	705	3,026,739	RELTD	30
1008901000163870017100	6815 RUSTIC LN	Houston	TX	77087	Houston Community College	804	2,715,339	RELTD	26
1008901000188110019100	1300 HOLMAN ST	Houston	TX	77004	Houston Community College	1,528	6,637,096	RELTD	29
1008901023804128210100	400 NORTHLINE MALL A	HOUSTON	TX	77022	Houston Community College	27	67,342	RELTD	5
1008901023800907860100	4638 AIRLINE DR	HOUSTON	TX	77022	Houston Community College	207	696,960	RELTD	5
1008901023801726030100	4638 AIRLINE DR #1	HOUSTON	TX	77022	Houston Community College	104	211,104	RELTD	5
1008901023808678290100	1265 PINEMONT DR	HOUSTON	TX	77018	Houston Community College	363	1,454,112	RELTD	7
1008901010186252535100	1010 W SAM HOUSTON PKWY C	HOUSTON	TX	77043	Houston Community College	598	1,727,232	RELTD	10
1008901010186252545100	1060 W SAM HOUSTON PKWY	HOUSTON	TX	77043	Houston Community College	207	700,608	RELTD	10
1008901016137775630100	1210 ALABAMA ST	HOUSTON	TX	77004	Houston Community College	0	1,296	RELTD	14
1008901016137774745100	1304 ALABAMA ST	HOUSTON	TX	77004	Houston Community College	0	8,157	RELTD	14
1008901016137787243100	3701 AUSTIN ST	HOUSTON	TX	77004	Houston Community College	0	4,826	RELTD	14
1008901016137774630100	3821 CAROLINE ST	HOUSTON	TX	77004	Houston Community College	113	371,136	RELTD	14
1008901016137761160100	4115 CAROLINE ST	HOUSTON	TX	77004	Houston Community College	22	52,880	RELTD	14
1008901023809054000100	3412 CRAWFORD ST	HOUSTON	TX	77004	Houston Community College	18	34,785	RELTD	14
1008901023806346610100	10141 CASH RD	STAFFORD	TX	77477	Houston Community College	643	2,614,272	RELTD	16
1008901009190538575100	13645 MURPHY RD #227	STAFFORD	TX	77477	Houston Community College	26	29,241	RELTD	16
1008901009190538581100	13645 MURPHY RD #231	STAFFORD	TX	77477	Houston Community College	11	16,673	RELTD	16
1008901009190538585100	13645 MURPHY RD #235	STAFFORD	TX	77477	Houston Community College	25	74,680	RELTD	16
1008901023803228220100	13645 MURPHY RD #250	STAFFORD	TX	77477	Houston Community College	54	100,980	RELTD	16
1008901023805275770100	4010 BLUEBONNET DR	STAFFORD	TX	77477	Houston Community College	97	177,240	RELTD	16
1008901023805275750100	4014 BLUEBONNET DR	STAFFORD	TX	77477	Houston Community College	58	129,520	RELTD	16
1008901009190540048100	9910 CASH RD	STAFFORD	TX	77477	Houston Community College	393	1,364,583	RELTD	16
1008901013191197081100	1681 CARTWRIGHT RD	MISSOURI CITY	TX	77489	Houston Community College	29	94,620	RELTD	17
1008901023800910340100	5407 GULFTON ST	HOUSTON	TX	77081	Houston Community College	242	963,806	RELTD	16

1008901019147365270100	2524 GARLAND ST	HOUSTON TX	77087 Houston Community College	81	238,490 RELTD	18
1008901023807804020100	6815 RUSTIC ST #1	HOUSTON TX	77087 Houston Community College	0	7,535 RELTD	18
1008901023802327360100	2524 GARLAND ST #1	HOUSTON TX	77087 Houston Community College	0	29,340 RELTD	18
1008901004100095262100	7907 COWART	Houston TX	77029 Houston Community College	54	136,640 RELTD	1
1008901003101681540100	8305 MESA	Houston TX	77028 Houston Community College	41	120,560 RELTD	3
1008901016137789500100	1401 ALABAMA ST	HOUSTON TX	77004 Houston Community College	29	44,080 RELTD	14
1008901023811009320100	9911 CASH RD	STAFFORD TX	77477 Houston Community College	0	10,644 RELTD	16
1008901023802705700100	13855 BISSONNET ST	Houston TX	77083 Houston Community College	285	270,912 RELTD	14
1008901023803477720100	4400 NORTH FWY	Houston TX	77022 Houston Community College	518	2,325,120 RELTD	5
1008901023803652500100	3100 MAIN ST	Houston TX	77002 Houston Community College	2,100	11,933,568 RELTD	39
1008901023805047690100	1010 W SAM HOUSTON PKWY C 1/2	HOUSTON TX	77043 Houston Community College	0	22,171 RELTD	10
1008901023807918940100	555 COMMUNITY COLLEGE DR #2	Houston TX	77013 Houston Community College	151	653,376 RELTD	1
1008901023807944800100	555 COMMUNITY COLLEGE DR #1	Houston TX	77013 Houston Community College	656	2,981,952 RELTD	1
1008901023808182260100	1900 GALEN	Houston TX	77030 Houston Community College	722	2,174,400 RELTD	14
1008901023810557190100	9363 CURRENCY ST A	Houston TX	77013 Houston Community College	0	21,903 RELTD	1
1008901023812846070102	25403 KINGSLAND BLVD	KATY TX	77494 Houston Community College	108	146,444 RELTD	11
1008901023800617200100	1050 W SAM HOUSTON PKWY #110	HOUSTON TX	77043 Houston Community College	209	393,688 RELTD	10
1008901016137781880100	3214 AUSTIN ST #D	HOUSTON TX	77004 Houston Community College	199	355,200 RELTD	14
1008901023813544450103	1990 AIRPORT BLVD	HOUSTON TX	77051 Houston Community College	101	195,693 RELTD	19
1008901037786406850100	1550 FOXLAKE DRIVE	HOUSTON TX	77063 Houston Community College			
1008901023814961300104	1050 W SAM HOUSTON PKWY N 115	HOUSTON TX	77043 Houston Community College			
1008901010186252539100	1050 W SAM HOUSTON PARKWAY NR	HOUSTON TX	77043 Houston Community College			

**ATTACHMENT NO. 1  
PROJECT NO. 06-04**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**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 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 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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 2  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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

Of \_\_\_\_\_, certify that on the date shown below, I contacted the following small  
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on  
 HCC Project No. 06-04

DATE CONTACTED	SMALL BUSINESS	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 was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

Signature: \_\_\_\_\_  
 (Proposer)

**ATTACHMENT NO. 3  
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College System  
Economic Development Office  
Post Office Box 667517  
Houston, Texas 77266-7517**

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>
<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian ( C)		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA)		<input type="checkbox"/> Public Owned (PO)
<input type="checkbox"/> Other (O) Specify _____		

**BUSINESS CLASSIFICATION**

<input type="checkbox"/> <b>DBE</b> Disadvantaged Business Enterprise	<input type="checkbox"/> <b>SB</b> Small Business
<input type="checkbox"/> <b>WBE</b> Women Owned Business Enterprise	<input type="checkbox"/> <b>MBE</b> Minority Business Enterprise
<input type="checkbox"/> <b>HUB</b> Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

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



Project No. 06-04

**ATTACHMENT NO. 4**

**CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION**

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

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: \_\_\_\_\_ Business Name: \_\_\_\_\_

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

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

TOTAL \$ \_\_\_\_\_

Contractor \$ \_\_\_\_\_

Subcontractor(s) \$ \_\_\_\_\_

Supplier (s): \$ \_\_\_\_\_

**ATTACHMENT NO. 5**

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

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

**ATTACHMENT NO. 6**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**State of Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005

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

Of \_\_\_\_\_

**ATTACHMENT NO. 7**

**STATE OF TEXAS AFFIDAVIT**

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

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

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

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

**State of Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

Of \_\_\_\_\_

**ATTACHMENT NO. 8  
BUSINESS QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT NO. 9**

**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 FIRST TIER 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 = **15%**

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

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

## **ATTACHMENT NO. 10 HCCS VENDOR APPLICATION**

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

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

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



**ATTACHMENT NO. 11  
INSURANCE REQUIREMENTS**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
INSURANCE REQUIREMENTS**

The insurance coverage and limits listed below are the minimum requirements that the vendor/contractor shall carry during performance of the contract for Electricity Supply & Assoc. Services, Project No. 06-04.

1. **Commercial General Liability for Bodily Injury/Property Damage Limits:**
  - Occurrence/Personal Injury/Advertising/Products/Completed Operations \$1,000,000.CSL
  - Annual Aggregate \$2,000,000. CSL
  - Products Aggregate \$2,000,000. CSL
  - Fire, Lightning or Explosion \$1,000,000. CSL
  - Medical Expense \$5,000 Per Person
  
2. **Automobile Liability:**
  - Bodily Injury/Property Damage \$1,000,000. CSL
  
3. **Workers' Compensation:**
  - Part A – Statutory
  - Part B - \$1,000,000. Each Accident  
\$1,000,000. Policy Limits  
\$1,000,000. Each Employee
  
4. **Professional Liability:** \$1,000,000. CSL

**4. Endorsements:**

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

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

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

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

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

**Houston Community College System  
Purchasing Department**



**HOUSTON COMMUNITY COLLEGE SYSTEM  
PROPOSED/SAMPLE CONTRACT DOCUMENTS  
FOR  
Supply Electricity and Associated Services  
PROJECT NO. 06-04**

**PROPOSED CONTRACT EXHIBITS**

**EXHIBIT A  
HOUTON COMMUNITY COLLEGE FACILITIES**

Note: (Attachment “A” of this solicitation may become Exhibit A in the resulting Contract.)

**EXHIBIT B  
PRICING FORM**

Note: (Attachment “C” of this solicitation may become Exhibit B in the resulting Contract.)

**EXHIBIT C  
EDI NUMBERS**

Note: (Attachment “D” of this solicitation may become Exhibit C in the resulting Contract.)

**EXHIBIT D  
GENERAL TERMS AND CONDITIONS**

Note: (Exhibit D is attached hereto.)

**EXHIBIT E  
CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER  
PARTICIPATION FORM**

Note: (If applicable, Attachment No.7, of this solicitation may become Exhibit E in the resulting Contract.)

**EXHIBIT F  
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE**

Note: (A copy of the payment certificate form is attached hereto.)

**EXHIBIT G  
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Note: (A copy of the progress assessment form is attached hereto.)

**EXHIBIT H  
INSURANCE REQUIREMENTS**

Note: (A copy of the HCC Insurance Requirements is attached hereto.)

## **EXHIBIT D**

### **GENERAL TERMS AND CONDITIONS**

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

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

#### **2. Contract Term**

The Contract performance period shall not exceed a two year time period, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of this contract. Any contract renewal or extension may be subject to approval by the Board of Trustees.

#### **3. Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

#### **4. Compliance with Laws**

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

#### **5. 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.

#### **6. Termination for Convenience**

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

## 7. **Termination for Default**

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

## 8. **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.

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

The Contractor hereby agrees to attain small business participation in the amount of **15%** of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Attachment No. 7, entitled Contractor and First Tier 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.

The Contractor shall meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

## 10. **Changes**

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

**11. Insurance Requirements**

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

**12. Indemnification**

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

**13. 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.

**14. 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.

**15. Notices**

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

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

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

**(Note to Buyers: Include bonding requirements in all solicitations/contracts for construction services. Bonding in solicitations/contracts for “other” services is to be determined on a case-by-case basis.)**

**16. Performance and Payment Bonds**

- A. The Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$25,000.00.
- B. The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the contract amount if the contract is in excess of \$100,000.
- C. 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, 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 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.
- D. 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 Notice of Award. The bonds must be made payable to Houston Community College System.

A Notice to Proceed will not be issued to the Contractor until properly executed bonds are received and accepted by Houston Community College System, Purchasing Department.

**17. Internship Program**

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least the minimum wage required by law.

**18. Invoicing and Payment**

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

Houston Community College System  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 06-04 and Purchase Order No.

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

**19. Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, Dispensation, or use of illegal drugs or alcohol by the Contractor or its employees While on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

**20. Entire Agreement**

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

**21. Appropriated Funds**

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



**EXHIBIT E**

**CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION**

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

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: \_\_\_\_\_ Business Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

TOTAL \$ \_\_\_\_\_  
 Contractor \$ \_\_\_\_\_  
 Subcontractor(s) \$ \_\_\_\_\_  
 Supplier (s): \$ \_\_\_\_\_

**EXHIBIT F**  
**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION**

**Project No. 06-04**

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from Prime Contractor/Consultant.)

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

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

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as full payment of our invoice dated \_\_\_\_\_ for work performed or materials provided during \_\_\_\_\_ under subject Contract/Project No. \_\_\_\_\_  
(Time Period)

(To be signed by Officer of the firm)

Signature \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

Title \_\_\_\_\_

**Please Mail This Form To:**  
**Houston Community College System**  
**Purchasing Department**  
**3100 Main Street, (11<sup>th</sup> Floor)**  
**Houston, TX 77002**  
**Attn: Georgia Coats, Senior Buyer**

**EXHIBIT G**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

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

Consultant / Contractor \_\_\_\_\_ Project No. \_\_\_\_\_

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

Subconsultant / Subcontractor / Supplier (Name)	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 make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.  
(Prime Contractor)

To be reported monthly:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mail This Form To:**  
**Houston Community College System**  
**Purchasing Department**  
**3100 Main Street, (11<sup>th</sup> Floor)**  
**Houston, TX 77002**  
Attn: Georgia Coats, Senior Buyer

## EXHIBIT H

### INSURANCE REQUIREMENTS

#### HOUSTON COMMUNITY COLLEGE SYSTEM INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum requirements that the vendor/contractor shall carry during performance of the contract for Electricity Supply & Assoc. Services, Project No. 06-04

2. **Commercial General Liability for Bodily Injury/Property Damage Limits:**
  - Occurrence/Personal Injury/Advertising/Products/Completed Operations \$1,000,000.CSL
  - Annual Aggregate \$2,000,000. CSL
  - Products Aggregate \$2,000,000. CSL
  - Fire, Lightning or Explosion \$1,000,000. CSL
  - Medical Expense \$5,000 Per Person
  
2. **Automobile Liability:**
  - Bodily Injury/Property Damage \$1,000,000. CSL
  
4. **Workers' Compensation:**
  - Part A – Statutory
  - Part B - \$1,000,000. Each Accident  
\$1,000,000. Policy Limits  
\$1,000,000. Each Employee
  
4. **Professional Liability:** \$1,000,000. CSL

#### 4. **Endorsements:**

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

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

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

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

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