



Procurement Operations

Request for Proposals (RFP)

For

Project Title: Facility Maintenance Services

Project No. 10-15

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: May 17, 2010
Project Title: Facility Maintenance Services
Project No.: 10-15

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

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

Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Facility Maintenance Services (administrative, technical direction, performance and management of plant Operations and Maintenance functions) throughout HCC campuses. Such work and direction will include, but is not limited to, assistance in planning, organizing, coordinating, training and performance of facility maintenance services functions at HCC facilities.

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: Mandatory Not mandatory

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Seminar Room A) Houston, Texas 77002 on Tuesday, May 25, 2010 P.M. at 2:00 (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Facilities Maintenance Services until 3:00 P.M. (local time) on June 08, 2010. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Site Visit: After the Pre-proposal Meeting, all vendors are highly encouraged to make an appointment to visit all facilities prior to submitting a proposal. Contact Hector Perez @ (713) 718-2336 to schedule a site visit.

Contract Term: It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be five (5) years, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the contract.

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 Facility Maintenance Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3). The purpose of this Request for Proposal (RFP) is to solicit sealed proposals for Facility Maintenance Services (i.e. administrative, technical direction, management of the plant operations, and maintenance functions) throughout HCC. Such work and direction will include, but is not limited to, assistance in planning, organizing, coordinating, training, supervising and performing the facility maintenance services at HCC facilities.

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and five (5) copies of the technical proposal and one (1) copy of the price proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if applicable:

- Proposal /Contract Award Form (Attachment No. 1)
- Price Proposal (Attachment No. 2, 2A and 2B)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) ***** Mail separately**
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)
- Disclosures- Financial Interests and 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 and marked as follows:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 10-15, Facility Maintenance Services
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 Section 3 (c) 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 Paragraph 15 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. Price proposal must be submitted in separate envelope.

A. Technical Proposal:

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

Executive Summary: The executive summary shall not to exceed 2 pages in length, summarizing key points in the proposal. Note: Proposal presentation must be tabbed and presented in order of below factors.

• **Qualification and Experience of Firm & Staff:**

1. Demonstrate and provide firm's experience with projects that are similar in scope, complexity and type as described in this solicitation.
2. Demonstrate firm's management experience in the coordination and scheduling of building operations tasks/activities utilizing computerized systems.
3. Provide a detailed listing of similar projects completed in the last five (5) years along with contact information, including references and phone numbers.
4. Identify the primary point of contact, listing individual's name address and telephone number.
5. Demonstrate firm's commitment related to performing all functions related to Facility Maintenance Services as described in this solicitation.

- **Organization/Project Methodology:**

1. Demonstrate the firm's methodology and approach related to scheduling the various activities, providing professional services, producing documents, cost control methods and executing projects successfully.
2. Provide a clear and precise organization chart of key personnel, complete with staff summaries and management experience assigned to this project. Provide resumes for Residence Manager who will be assigned to manage this project.
3. Identify and provide firm's personnel commitment to this project, respective roles and the percentage of time assigned to this project.
4. Demonstrate firm's success rate in delivering similar projects of the complexity and scope as described in this solicitation.
5. Demonstrate firm's ability to provide and implement effective value engineering and cost savings/cost avoidance strategies.
6. Demonstrate firm's understanding of the scope of services described in this solicitation.
7. Provide a detailed management plan and quality control plan specifically related to the scope of services described in this solicitation.
8. Provide the firm's emergency response plan for resolving emergency-related maintenance requirements.

- **Management and Maintenance Services:**

1. Demonstrate the firms' experience in utilizing a computerized Maintenance Management System software (CMMS) related to the operations of a maintenance department.
2. Identify how the firm used CMMS in past projects. Demonstrate firm's experience in utilizing the web base MAXIMO System or an equivalent system.
 - Work Order Management
 - Preventive Maintenance Management
 - Labor Management
 - Workflow Management
 - Materials Management
 - Asset and Equipment Management
 - Purchasing and Accounts Payable
 - Automating Work Orders
 - Controlling Parts Inventories
 - Tracking Assets
 - Creating Purchase Orders
 - Easily Accessing Needed Reports
 - Estimate Creation, Routing and Approvals
 - Project Management
 - Integrate with PeopleSoft
 - Assessments for Current Buildings, Components and Assets
 - Deferred Maintenance Identification
 - Classification of Ratings and Priorities
 - Collection of Cost Estimates
 - FCI Calculations

3. Houston Community college Hardware Specifications
 - Server Specification:
 - Windows Server 2000 or greater, ability to use virtual servers (preferred)
 - SQL Server 2005
 - Administration of Server and Database
 - Disaster Recovery Plan for Server and Database
 - Routine backup of Database
 - Schedule for Testing of backups to ensure backups are working
 - Auditing of Database
 - Security for Server and Database
 - Client Specification:
 - Windows XP
 - Internet Explorer 6
4. Demonstrate the firm's experience and knowledge as it relates to performing the duties and functions requested in the Scope of Services described in this solicitation.
5. Demonstrate the firm's experience in capturing recurring and standard maintenance costs.

- **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

B. Price Proposal: The price proposal shall be clearly identified as such and shall be submitted in a separately sealed envelope. Please reference Project No. 10-15, Facility Maintenance Services. (Refer to Attachment No. 2, Summary Schedule of Services and Flat Rates and (Attachment No. 2A, Detailed Schedule of Annual Flat Rate Costs).

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 technical proposal to the Committee and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>FACTOR</u>	<u>PERCENTAGE WEIGHT</u>
• Qualification and Experience of Firm and Staff:	30%
• Organization/Project Methodology:	20%
• Management and Maintenance Services:	20%
• Small Business Participation:	10%
• Price Proposal:	20%
TOTAL:	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 proposal documents submitted and consider the proposal for award.

7. **Confirmation of Information**

HCC reserves the right to verify and confirm the information submitted in response to this RFP. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site visitation, and other independent confirmation of data.

8. **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.

9. **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.

10. **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.

11. **Inspection/Assessment Process**

Prior to the RFP submission, it is anticipated that the proposer undertake a comprehensive assessment of all campus facilities, staffing, equipment, supplies, resources, etc. Please contact Hector Perez, Director of Maintenance, at (713) 718-7576 to schedule a tour of the facilities.

12. **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 **35** 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.

13. **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 compliance department semi-annually, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

14. **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.

15. **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 from the date that solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

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.

16. **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.

17. **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.

18. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. 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.HCC.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

19. **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.

20. **Appropriated Funds**

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

21. **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. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 16, Conflict of Interest Questionnaire Form** with the proposal package.

22. **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.

23. **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.

24. **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: Facility Maintenance Services

PROJECT NO.: 10-15
.....

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 Facility Maintenance Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

.....
Purchase Order No. _____ (for payment purposes only)

Project No. 10-15
.....

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2010.

Signed By: _____

**ATTACHMENT NO. 2
SUMMARY PRICE PROPOSAL
FOR
FACILITY MAINTENANCE SERVICES
For the Administration Building and the six (6) Colleges:**

<u>Section</u>	<u>Services</u>	<u>Unit</u>	<u>Total Proposed Annual Cost</u>
A. General Maintenance			
1.	<u>General Repair Services</u> Repair, replacement and adjustment of equipment and buildings in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or employee complaint.	Flat Rate	\$ _____
2.	<u>General Requirements</u>	Flat Rate	\$ _____
3.	<u>Residence Manager (full-time)</u> One (1) full-time on-site Residence Manager who shall administer the program the program on al full time basis in consultation with the Director of the Facilities Maintenance.	Flat Rate	\$ _____
4.	<u>CMMS Facilities Manager (full-time)</u> One (1) full-time on-site Residence CMMS Manager who shall administer the program on al full time basis in consultation with the Director of the Facilities Maintenance or designee.	Flat Rate	\$ _____
B. Specific Services			
1.	Electrical/Mechanical Services	Flat Rate	\$ _____
2.	Elevator Systems Services	Flat Rate	\$ _____
3.	HVAC Services	Flat Rate	\$ _____
4.	Building Services: Automation Systems (BAS), Energy Management Systems (EMS), Building Security Systems (BSS)	Flat Rate	\$ _____
5.	Fire and Life Safety Equipment (FLSE) Services	Flat Rate	\$ _____
Total Proposed Annual Flat Rate Cost (A-B):			\$ _____
C. Facility Maintenance Software (CMMS) (Computerized Maintenance Management Software)			
1.	Maximo Software (Latest Edition), Set-up (Installation)		\$ _____
2.	Training (3-day Sessions)		\$ _____
Total Proposed Cost (A-C):			\$ _____

Note: Please submit price proposal in a separately, sealed envelope, clearly identified as such.

ATTACHMENT NO. 2B

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST

Central College	<i>Section B.1</i>	<i>Section B.2</i>	<i>Section B.3</i>	<i>Section B.4</i>	<i>Section B.5</i>
	<i>Electrical/Mechanical Maintenance Services</i>	<i>Elevator Systems Maintenance Services</i>	<i>HVAC System Maintenance Services</i>	<i>Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)</i>	<i>Fire Life Safety Equipment (FLSE) Maintenance Services</i>
J Don Boney Bldg	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Business Center (BSCC)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Curriculum Intervation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fine Arts Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fine Arts Parking Structure	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Heinen Theater	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
J.B Whitely Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fine Arts Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Refugee Pgrm/Upward Bound	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
San Jacinto Memorial	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Learning HUB & Science Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staff Instructional Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annex (Trailer)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Theatre One	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Crawford Annex	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Willie Lee Gay Hall	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Central Plant and towers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Educational Development Cntr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
FAC parking structure	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rates:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ATTACHMENT NO. 2B

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST

<u>Northwest College</u>	<u>Section B.1</u> Electrical/Mechanical Maintenance Services	<u>Section B.2</u> Elevator Systems Maintenance Services	<u>Section B.3</u> HVAC System Maintenance Services	<u>Section B.4</u> Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)	<u>Section B.5</u> Fire Life Safety Equipment (FLSE) Maintenance Services
Spring Branch	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Science Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Performing Arts Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Katy Campus	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Katy Mills	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rates:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ATTACHMENT NO. 2B

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST

<u>Northeast College</u>	<u>Section B.1</u> <i>Electrical/Mechanical Maintenance Services</i>	<u>Section B.2</u> <i>Elevator Systems Maintenance Services</i>	<u>Section B.3</u> <i>HVAC System Maintenance Services</i>	<u>Section B.4</u> <i>Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM) Building Security Systems (BSS)</i>	<u>Section B.5</u> <i>Fire Life Safety Equipment (FLSE) Maintenance Services</i>
Auto. Tech. Training Cntr A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Auto Tech. Training Cntr B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Codwell Hall	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Northline Academic Ctr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Learning HUB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Science Eng. & Techn.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Pinemont Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Central Chiller Plant & Tower	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
P.S Shooting Range	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
P.S. Shooting Tower	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
P.S. Burn Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Roland Smith Truck Driving Driving Ctr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
External Showers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rates:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ATTACHMENT NO. 2B

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST

<u>Southwest College</u>	<u>Section B.1</u> Electrical/Mechanical Maintenance Services	<u>Section B.2</u> Elevator Systems Maintenance Services	<u>Section B.3</u> HVAC System Maintenance Services	<u>Section B.4</u> Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)	<u>Section B.5</u> Fire Life Safety Equipment (FLSE) Maintenance Services
Alief Center Bissonett	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Applied Technology Bldg.(1 building)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Greenbriar Annex (HCC Areas only)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Gulfton Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Alief - 2811 Hayes Road And Parking Structure	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Missouri City Campus	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scarcella Science & Tech. Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Stafford Campus Building B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Stafford Learning Hub	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
West Loop Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rates:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**ATTACHMENT NO. 2B
DETAILED SCHEDULE OF ANNUAL FLAT RATE COST**

<u>Southeast College</u>	<u>Section B.1</u> Electrical/Mechanical Maintenance Services	<u>Section B.2</u> Elevator Systems Maintenance Services	<u>Section B.3</u> HVAC System Maintenance Services	<u>Section B.4</u> Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)	<u>Section B.5</u> Fire Life Safety Equipment (FLSE) Maintenance Services
Angela Morales Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Central Plant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Eastside Annex	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Felix Morales Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Temporary Classrooms (6 Bldg. – New)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Learning HUB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Felix Fraga Bldg.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rate:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Coleman College</u>	<u>Section B.1</u> Electrical/Mechanical Maintenance Services	<u>Section B.2</u> Elevator Systems Maintenance Services	<u>Section B.3</u> HVAC System Maintenance Services	<u>Section B.4</u> Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)	<u>Section B.5</u> Fire Life Safety Equipment (FLSE) Maintenance Services
Coleman Health Science Cntr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rate:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ATTACHMENT NO. 2B

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST

<u>Administration/System</u>	<u>Section B.1</u> Electrical/Mechanical Maintenance Services	<u>Section B.2</u> Elevator Systems Maintenance Services	<u>Section B.3</u> HVAC System Maintenance Services	<u>Section B.4</u> Building Services: Building Automation Systems (BAS), Building Energy Mgmt Systems (BEM), Building Security Systems (BSS)	<u>Section B.5</u> Fire Life Safety Equipment (FLSE) Maintenance Services
System Building 3100 Main Street	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Parking Structure 3200 Main Street	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Flat Rate:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

DETAILED SCHEDULE OF ANNUAL FLAT RATE COST Per Square Footage

Note : Sight verification must be completed by vendor and is not the responsibility of client .

Central College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
J Don Boney Bldg	1215 Holman St A, 77004	35,000		
Business Center (BSCC)	1215 Holman St B, 77004	36,680		
Curriculum Intervation Center	1215 Holman St C, 77004	2,000		
Fine Arts Center	3517 Austin St, 77004	75,000		
Fine Arts Parking Structure	3517 Austin St, 77004	-		
Heinen Theater	3517 Austin St, 77004	18,000		
J. B. Whitely Bldg.	1301 Alabama St, 77004	102,000		
J. B. Whitely Bldg.	Lot 9	-		
J. B. Whitely Bldg.	Lot 8	-		
Fine Arts Center	Lot 3,4 & 5	-		
Fine Arts Center	Lot 7	-		
Refugee Program/Upward Bound	1401 Alabama St, 77004	3,042		
San Jacinto Memorial	1300 Holman St, 77004	172,000		
West Wing	1300 Holman St, 77004	65,000		
Learning HUB and Science Building	1301 Holman St, 77004	120,000		
Staff Instructional Services	3821 Caroline St, 77004	21,800		
Annex (Trailer)	4115 Caroline St, 77004	1,000		
Theater One	3816 Caroline St, 77004	21,900		
Crawford Annex	1121 Crawford St, 77004	1,200		
Willie Gale Hall	1990 W. Airport Blvd, 77004	39,000		
Central Cooling Water Plant	1318 Alabama St, 77004	5,600		
Educational Development Center	3214 Austin St, 77004	40,845		
	Total:	765,067		

Northeast College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
Automotive Tech. Training Ctr. A	4638 Airline Dr, 77022	53,658		
Automotive Tech. Training Ctr. B	4638 Airline Dr, 77022	18,401		
Codwell Hall	555 Community College Dr, 77013	76,000		
Northline Academic Center	8001 Fulton	115,225		
Learning HUB	555 Community College Dr, 77013	90,000		
Science Engineering & Technology	555 Community College Dr, 77013	50,400		
Pinemont Center	1265 Pinemont Dr, 77018	51,368		
Central Chiller Plant	555 Community College Dr, 77013	10,000		
Public Safety Shooting Range	555 Community College Dr, 77013	21,122		
Public Safety Training Tower	555 Community College Dr, 77013	6,950		
Public Safety Burn Building	555 Community College Dr, 77013	3,898		
Roland Smith Truck Driving Ctr.	555 Community College Dr, 77013	13,000		
External Showers	555 Community College Dr, 77013	480		
	Total:	510,502		

Northwest College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
Spring Branch	1010 West Sam Houston Pkwy, 77043	86,869		
Science Building	1080 West San Houston Pkwy, 77043	19,417		
Performing Arts Ctr.	1060 West Sam Houston Pkwy, 77043	26,570		
Katy Campus	1550 Fox Lake Dr, 77084,	108,503		
Katy Mills	25403 Kingsland Blvd., 77494	8,050		
	Total:	249,409		

Southeast College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
Angela Morales Bldg.	6816 Rustic St, 77087	65,000		
Central Plant	6815 Rustic St, 77087	1,000		
Felix Morales Bldg.	6815 Rustic St, 77087	54,345		
Tempory Classrooms (6 bldg)	6815 Rustic St, 77087	2,859		
Eastside Annex	2524 Garland St, 77087	25,300		
Learning HUB	6815 Rustic St, 77087	90,000		
Felix Fraga Building (Drennan)	301 N. Drennan Street	35,000		
	Total:	273,504		

Southwest College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
Alief	13803 Bissonet St, 77072	43,000		
Applied Technology Ctr. (1 bldgs.)	4014 Bluebonnet Dr, 77477	9,044		
Greenbriar Annex Building A	13645 Murphy Rd, 77477	8550		
Gulfton Center	5407 Gulfton Dr, 77081	35,500		
Hayes Road	2811 Hayes Rd, 77082	385,000		
Missouri City Campus	5855 Sienna Spring Way, 77459	45,000		
Scarcella Science & Technology Ctr.	10141 Cash Rd, 77477	75,000		
Stafford Campus Building B	9910 Cash Rd, 77477	20,000		
Stafford Learning HUB	10041 Cash Rd, 77477	121,700		
West Loop Center	5601 West Loop South, 77081	269,451		
	Total:	1,012,245		
Coleman College	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
Coleman Health Science Center	1900 Galen Dr, 77030	140,000		
	Total:	140,000		
System	Address	Sq. Ft.	Cost per Sq. Ft.	Total Cost
System Building	3100 Main St, 77002	531,000		
Parking Structure (488,660 sq ft)	3220 Main St, 77002	0		
	Total:	531,000		

**ATTACHMENT NO. 3
SCOPE OF SERVICES (T)
FOR FACILITY MAINTENANCE SERVICES**

I. GENERAL REQUIREMENTS

The Contractor shall provide the Facility Maintenance Services described herein. The services listed should not be considered all inclusive.

The Contractor shall provide at least (1) one full-time Residence Manager (RM) or General Manager (GM) who shall administer the program on a full time basis in consultation with the Director of Maintenance. The contractor will also provide (1) one fulltime CMMS manager who will provide software and support to the program. The RM or GM will serve on the Facilities Maintenance operations team. The RM or GM shall be on duty during the regular schedule that is delineated by the HCC policy. Additional work hours may be required of the RM or GM as requested by the Director of Maintenance or designee. The RM or GM is a contract employee through this contract and he/she may be requested to supervise other contract employees and designated HCC employees while working in conjunction with HCC Facilities Administration. The RM/GM and the CMMS Representative will commit (one hundred percent) 100% of his/her time to this project/contract.

HCC shall retain the right to request the replacement of the RM/GM and/or the CMMS Representative for reasons HCC deems sufficient.

The Contractor shall provide for a maintenance management system to apply proven management principles to optimize the use of the contract designated levels of personnel, equipment, material, space, time and money. The contractor will also:

1. Provide effective maintenance support and response to HCC administrative and operational requirements. Work schedules or shifts for FTEs will be generated by the contractor and approved HCC.
2. Maintain a high level of productivity in the maintenance work force.
3. Assure a high quality standard for maintenance performance.
4. Achieve cost reductions in performing proper maintenance in HCC facilities. Meeting or exceeding national comparable cost data for this area.
5. Provide a maintenance program. The Contractor shall advise HCC of maintenance project resource requirements.
6. Contractor's actions shall respond to HCC's current designation of priorities for the completion of preventive maintenance, corrective maintenance, and predictive maintenance.
7. Provide HCC with a successful maintenance program that is measurable through weekly inspections with an inspection report signed by HCC designated personnel and the Contractor. Success will also be monitored through the comments from the College community through a web based complaint line.
8. Training – Awarded vendor shall provide three (3) days of on-site CMMS training to Houston Community College Facilities staffs.
9. Set-up and Implementation – Vendor shall include any costs for set-up and implementation of the software system in the cost of the Facility Maintenance software.
10. Updates – Vendor shall provide information on software updates with their proposal. Please note frequency of updates, along with any additional cost associated with the upgrade.
11. Use IFMA standards to sq. ft staffing ratio of FTEs .
 - a. Maintenance workforce (Electricians, HVAC and central plant operators , Generalist, plumbers, controls and low voltage, stationary engineers, Other FTE's)
 - b. Maintenance Management (Group Supervisors, Operation and or Maintenance managers)
 - c. Administrative support (Help Desk , Administrative Assistant)
 - d. Total Maintenance Staff (Show staffing ratio per RSF)
 - e. Exclusions : Locksmith , landscape and building service techs

A. GENERAL MAINTENANCE:

- Electrical maintenance and repair up to \$10,000. Electrical maintenance to include annual electrical panel maintenance that entails visual inspection as well as verification of tight and correct terminations. Thermal imaging to be performed only on motor control assemblies that contain operating equipment of 100 amps or more per circuit. Thermal imaging will be incorporated for preventive maintenance except where needed for diagnostic services.
 1. General repairs:

The repair, replacement and adjustment of equipment and buildings in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or employee complaint.
 2. Monthly roof inspection:

Sweeping, drains, overflows and parapet. Damage to roof including punctures, cuts, piercings and negligence caused by subcontractors be the responsibility of Contractor.

B. ELECTRICAL, MECHANICAL AND ELEVATOR SYSTEM MAINTENANCE SERVICES

- Electrical maintenance and repair up to \$10,000. Electrical maintenance to include annual electrical panel maintenance that entails visual inspection as well as verification of tight and correct terminations. Thermal imaging to be performed only on motor control assemblies that contain operating equipment of 100 amps or more per circuit. Thermal imaging will be incorporated for preventive maintenance except where needed for diagnostic services.

1. ELECTRICAL AND MECHANICAL SYSTEMS

- Electrical and mechanical systems maintenance services includes parts, predictive, preventive and corrective maintenance for all electrical, mechanical and elevator systems including but not limited to the following list of systems:
 - a. Primary Power Systems:
 - Transformers
 - Main switchgear
 - Wiring
 - Weather heads
 - Sub-Stations
 - Annual infrared testing of panels
 - b. Secondary Power Systems:
 - Switchgear
 - Motor control centers
 - Motor starters
 - Disconnects
 - Panel boards
 - Circuit breakers
 - Transformers
 - Computer distribution units
 - Wiring
 - Devices
 - Receptacles
 - Accessories
 - UPS
 - c. Lighting Systems:
 - Panel boards
 - Circuit breakers
 - Transformers
 - Lighting relays and controls
 - Infrared and ultrasonic sensors
 - Photocells
 - Lighting dimmer controls
 - Light fixtures
 - Emergency lighting
 - Parking lot lights

Wiring
Switches
Accessories
Interior and exterior LED signage and communication
Emergency Blue Phones

d. Uninterrupted Power Unit System:

Batteries
Transfer switches
Wiring devices and accessories
Annual inspection and major overhaul

e. Potable and Non-Potable Water Systems:

Water detention pond pumps
Pumps
Filters
Softeners
Hot water heaters
Isolation valves
Piping
Purifiers
Sewage pumps
Fixtures
Controls and related plumbing components

f. Emergency Power Generators:

Diesel and natural gas engines
Motors
Pumps
Generators
Switchgear
Wiring
Oil sampling and rectification
Transfer Switches and Controls

FUEL - Annual inspection of fuel storage tanks in accordance with (EPA/TCEQ) guidelines. Record keeping for UST shall be in accordance with 30 TAC 334.10. Contractor will perform regular testing of the fuel and provide chemical rectification to restore fuel to ideal performance levels. Fuel filtration techniques are employed when fuel has water and /or sediment levels that exceed ASTM standards or when microbiology growth is detected. Completed forms are to be sent to the Safety Department. Exclusion: Client shall provide fuel.

2. ELEVATOR, ELEVATOR EQUIPMENT AND WHEELCHAIR LIFT SERVICES:

- Elevator Service maintenance and repair is included up to \$10,000 on all current elevators and wheel chair lifts.

a . Traction Elevators:

The Contractor shall provide a preventive maintenance program to deliver service tailored to the buildings specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short and long term maintenance schedules and records for each elevator. The units will be provided with devices to monitor equipment usage. Industry Standard work processes will be used.

All equipment, materials and installation shall conform to: ANSI A17.1 The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, A17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code. The Contractor will be trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to

maintain the elevator equipment in proper and safe operating condition.

- (1) The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:
 - (a) Machine, worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact, linings and component parts.
 - (b) Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
 - (c) Silicon control rectifier, reactors, filters, heat sinks, amp traps, transducers and all control components.
 - (d) Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
 - (e) Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
 - (f) Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.
 - (g) Hoist way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
 - (h) Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller and call buttons
- (2) The Contractor will also:
 - (a) Examine monthly all safety devices and governors and conduct annual no-load test, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed.
 - (b) Load weighing devices will be calibrated after annual and five year safety tests.
 - (c) Renew and wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
 - (d) Repair or replace conductor cables and hoist way and machine room elevator wiring as required.
 - (e) Furnish lubricants and hydraulic fluid compounded to the Utilities Contract Coordinator copies of the M.S.D.S. for all materials stored on-site. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the Director of Maintenance and Administration or designee's prior approval.
 - (f) Check emergency lighting, batteries, trickle charger and related wiring and components.
 - (g) Check Elevator Management Systems, Consoles, CRT's keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to Elevator Communication).
 - (h) Check Fire Emergency Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).
 - (i) Check Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).
 - (j) Check all handicap devices that are part of the elevator system.
 - (k) Check all elevator related earthquake devices.
 - (l) Inspect emergency communication devices for elevators to ensure devices are working properly.

b. HYDRAULIC ELEVATORS AND WHEELCHAIR LIFTS:

The Contractor shall provide a preventive maintenance program to deliver service tailored to the building specific needs. Equipment type, component live, equipment usage, and building environment will be taken into account when planning routine short and long term maintenance scheduled an records for each elevator. The units will be provided with devices to monitor equipment usage, Industry Standard work processes will be used.

All equipment, materials and installation shall conform to: ANSI, A17.1 The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, A17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code. The Contractor will use trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the hydraulic elevator equipment in proper and safe operating condition.

- (1) The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:
 - (a) Pumps pump motors, operating valves, valve motors, motor winding, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
 - (b) Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
 - (c) Hoist way door interlocks, hoist way door hangers, bottom door guides, auxiliary door, auxiliary door closing devices and hoist way switches.
 - (d) Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system, platform, wood platform flooring, in the elevator car, car guide, rails, car guide shoes, gibs or rollers. Filters, mufflers and muffler components.

- (2) The Contractor will also:
 - (a) Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A14.1 or other applicable codes.
 - (b) Repair or replace conductor cables, elevator hoist way wiring and machine room elevator wiring.
 - (c) Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Chief Administration Officer of Finance and Administration or designee copies of the M.S.D.S. for all materials stored on-site.
 - (d) In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required. A copy of the findings shall be furnished to the Director of Maintenance or designee within thirty (30) calendar days of the analysis.
 - (e) Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors, The Contractor from pump pans, cylinder heads, machine room and pit floors. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the Chief Administration Officer of Finance and Administration or designee prior approval:
 - (f) Check emergency lighting, bulbs, batteries, trickle charger and all related wiring and components.
 - (g) Check Elevator Management Systems, Consoles, CRTs keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to Elevator Communication).
 - (h) Check Fire Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System).
 - (i) Check Emergency Power Operation and elevator operating devices (Only those

systems and devices directly related to the Elevator System).

(j) Check all handicap devices that are part of the elevator system.

(k) Check all elevator related earthquake devices.

c. **TESTS AND REPORTS:**

- (1) Yearly inspection and report: The Contractor shall conduct, and annual, non-load, low speed test of elevator car and counter weight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as required by ANSI A 17 code. Every fifth year, the Contractor shall conduct a rated load, rated speed safety test and a test of governor's safeties and buffers. The result of each test shall be delivered to Director Of Maintenance or designee in writing within fourteen (14) days of completion date of the test.
- (2) Annual performance evaluation and report: The Contractor shall conduct annual evaluations of elevator equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The result of the evaluation and report shall be delivered to Director Of Maintenance or designee in writing within thirty (30) days of test.
- (3) Contractor Reports – Operation problems: The Contractor shall maintain schedules, operations logbooks, inventory lists, equipment specifications and drawings, which describe the elevator installations covered by these specifications and the services performed. These documents shall be made available to Houston Community College (HCC).

d. **PERSONNEL QUALIFICATIONS:**

- (1) Only qualified and licensed service technicians shall be used to perform repairs and maintenance services stipulated in this Scope of Services. Service Technicians assigned by the Contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term(s) of this contract.
- (2) The Contractor shall have and maintain sufficient backup technicians who are qualified in all aspects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems in case of emergency.

e. **WORKING HOURS AND RESPONSE TIME:**

- (1) Routine Services: All routine work shall be performed during regular working hours between 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for services within two (2) hours of being notified of an emergency during regular working hours. The Contractor shall respond within three (3) hours during other than regular working hours and days. Note: "Response" shall mean that a "**qualified technician**" shall be on the job site and prepared to work within the response time frames specified herein, after notice is given to Contractor by HCC.
- (2) Call Back Services or Emergency Services: The Contractor shall provide 24-hour call back service to take care of minor and/or major elevator malfunctions occurring between scheduled maintenance services. The call back response times shall be two (2) hours during regular hours and three (3) hours during other than regular hours. All overtime work shall require prior approval from the HCC Manager, Contract Administration. The Contractor shall respond (in person) to requests for emergency services within two (2) hours of being notified by HCC that an emergency exists except when a person is stuck in an elevator. In such case, the response time shall be no longer than forty-five (45) minutes. Emergency services shall be provided twenty-four (24) hours a day, seven (7) days a week, holidays included.

3. HVAC SYSTEMS MAINTENANCE SERVICES

- HVAC maintenance and repair up to \$10,000. HVAC maintenance to include annual chiller preventive maintenance services of (1) annual oil analysis, tube cleaning, vibration report, and general efficiency checks and adjustments. Reciprocating chiller to include (1) annual oil analysis, efficiency check and adjustments. These specified services as listed are in addition to all other normal preventive maintenance tasks as scheduled. Water treatment and filter replacement is included in these services.

- (a) The Contractor shall furnish labor, tools, equipment, transportation and supervision necessary for the maintenance, inspections and repairs to aid conditioning, heating, and ventilating systems located in the various buildings listed in the attached schedules. All materials, system components, refrigerant, lubricants and parts necessary for routine preventive maintenance in repair heating, ventilating and air conditioning units shall be supplied by the Contractor.
- (b) The Contractor shall replace worn or failed components and parts. All replacement parts will be of like or current design to minimize system depreciation obsolescence.
- (c) The Contractor shall perform complete maintenance service, inspections, and emergency calls for all equipment included under this Scope of Services. This service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air, heating and ventilating systems in accordance with the best commercial standards.
- (d) The services shall include Routine Preventive Maintenance, Multi-Year Major Stop Maintenance, and Miscellaneous and Emergency Service and Repairs as outlined below.
- (e) Manufacture Start up checklist and forms complete with any major repairs on HVAC system. *Completed Forms presented to Director of maintenance*
- (f) *Complying With the Section 608 Refrigerant Recycling Rule See Attachment # 17*

❖ ***Routine Preventive Maintenance Defined:*** Such service shall include regularly scheduled maintenance tasks and inspections for each unit listed herein. The maintenance tasks and inspection shall consist of, but not limited to, furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing of all integral parts, oiling, adjusting, protective painting and replacing of all parts where needed to keep the unit in continuous operating condition.

The following is a non-exhaustive list of services to be performed as part of the Routine Preventive Maintenance:

- Heat exchanger coil replacement shall be the Contractor's responsibility.
- Air conditioning water chiller either of centrifugal or reciprocating design: be the Contractors responsibility to repair and/or replace all associated components as a result of the tube damage and shall restore equipment to complete and full operating conditions.
- Boiler equipment is to be completely inspected, repaired and restored to normal operating conditions. Deficiencies shall be reported to Houston Community College.
- Components excluded from specification are: insulation, casings, boiler settings, shell cast sections of sectional boiler and connection nipples, baffles, walls stays and straps, fire boxes and refractory, access and inspection doors.
- Filter change and coil cleaning shall be the responsibility of the Contractor. Filters are Filter grade to be replaced at a minimum of 90-day intervals. A report detailing each unit whose filters have been replaced shall be submitted monthly.

- Cooling tower responsibility shall be to the responsibility shall be to the following components: motor, belts, pulley or gearbox, float control and valve sump screen, spray nozzles: Tower mechanical maintenance only. This excludes structure, piping, basin and all other components within tower.
 - Valves associated with the HVAC system is the responsibility of the Contractor to repair and/or replace as a part of this Routine Preventive Maintenance schedule.
 - Chemical treatment of chill, condensing and hot water systems.
- ❖ **Multi-Year Major Stop Maintenance Defined:** Major stop maintenance shall be classified as long-range preventive maintenance and shall be performed at intervals greater than one year and less than three years. The intervals of the Multi-Year Major Stop Maintenance shall be determined by the Contractor and HCC's Director of Facilities best judgment based on equipment applications, operating hours, age and routine preventive inspection results. The Multi-Year Major Stop Maintenance shall include major internal maintenance to inspect, repair and/or replace those parts and/or components whose normal wear indicated repair or replacement is needed including all necessary maintenance tasks to perform internal cleaning, clearance adjustments, bearing maintenance, shaft maintenance and those preventive maintenance tasks that are required to keep equipment in good operating condition.
 - ❖ **General Maintenance:** HVAC systems maintenance includes parts, predictive, preventive and corrective maintenance including, but not limited to the list of systems. The Contractor must define what HVAC systems are included in the preventive and corrective maintenance.
 - ❖ **Schedule of Work:** It shall be the Contractor's responsibility to notify HCC's representative in writing before scheduling Multi-year Major Stop Maintenance or other maintenance repairs requiring a shutdown of systems so as to coordinate with HCC's schedule. It shall also be the Contractor's responsibility to provide advance written notification to HCC of any Miscellaneous and Emergency Services and Repairs needed to be performed that are in addition to the Routine Preventive Maintenance. The HCC representative must authorize these additional services.

4. **BUILDING AUTOMATION SYSTEM (BAS), BUILDING ENERGY MANAGEMENT SYSTEM (BEMS), BUILDING SECURITY SYSTEM (BSS) AND FIRE LIFE SAFETY EQUIPMENT (FLSE) MAINTENANCE SERVICES**

- BAS-EMS service to include energy management monitoring, adjustments and repair up to \$10,000.

(a) **BAS/ BSS/ BEMS:**

BAS/ BSS/ BEMS Monitoring and Service covers the requirements for the Contractor to provide Building Automation System (BAS) and Building Security System (BSS) monitoring and service. The Contractor shall also support a reporting system that includes both written and online formats. Contractor shall provide all supervision, labor, materials, spare parts, supplies, equipment and services, whether or not specifically mentioned in these documents, to operate and maintain the Building Automation System and Building Security System, its associated components (including cameras), controls and instrumentation on a continuous basis 24 hours per day, 7 days per week, 365 days per year.

Systems Management Program:

The following services shall be provided for each of the campuses listed in the Facility Maintenance Information:

- (1) **Preventive Maintenance Program Building Automation (4 times yearly):** The Contractor shall perform a scheduled inspection during regular business hours components at each campus. Upon conclusion of inspection, a report shall be generated describing problems or defective parts and a plan of action to repair or replace all failed parts shall be developed and submitted to HCC.
- (2) **Preventive Maintenance Program Building Security (2 times yearly):** The Contractor shall perform a scheduled inspection during regular business hours of the particular HCC facility to verify operation and calibration of all BSS components at each campus. Upon conclusion of inspection, a report shall be generated describing problems or defective parts and a plan of action to repair or replace all failed parts shall be developed and submitted to HCC.
- (3) **Energy Conservation Programs:** The Contractor shall inspect system operations at each site and recommend improvement that may promote the conservation of energy, reprogramming of sequences shall be included with the RFP.
- (4) **Remedial Maintenance:** The Contractor shall respond within two (2) hours to malfunctions that impact the facility's temperature or access control.
- (5) **Help Desk and Service Call Response Plan:** All BAS & BSS service requests shall be handled and co-coordinated by the help desk. The Contractor's help desk shall trouble shoot the problem via the building automation workstations. If the problem cannot be solved from remote workstation then a technician shall be dispatched to the jobsite. All service requests/responses shall be stored and made available to the Building Maintenance Supervisor and the Director of Maintenance via web browser.
- (6) **Replacement Parts:** All replacement parts shall be new and have the same manufacturer as original parts and shall be locally inventoried.
- (7) **Systems Hardware and Software:** The Contractor shall maintain all BAS and BSS hardware, firmware and software in a complete and totally operational condition. The Contractor shall guarantee all BAS and BSS hardware, software and firmware for a period of one (1) year from the date of installation.
- (8) **Staffing and Operator Qualifications:** The Contractor shall maintain a minimum of two (2) technically qualified service operators in the monitoring station to receive BAS and BSS service requests during normal business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday.
- (9) **Monitoring Center:** All campuses should be monitored via remote workstations located at the Contractor's office. All major equipment shall be verified to be functioning *within normal parameters*. Any major equipment found not functioning properly should be reported to HCC as well as to Director Of Maintenance or designee. All alarms shall received and logged at the monitored workstations and appropriate action taken to rectify alarm conditions within two (2) hours.
- (10) **Reports:** Contractor shall submit a monthly report to HCC containing an overall summary of maintenance work performed during the month, the results of tests conducted and all service requests. This report shall also be avail online via the HCC automation web page.
- (11) **Routine Operations:**
 - (a) **Data Backup:** The Contractor shall provide two (2) complete system data backups of each site quarterly. The data backup shall include backing up all field panels to the Workstation to diskette or tape. The backup diskette or tape will be archived by HCC.

- (b) **Phone Support:** The Contractor shall provide technically qualified phone support, which shall be available to HCC personnel on a **24-hour** basis. This provides support for HCC personnel and contractors with trouble shooting and diagnosing of HVAC control problems. The service desk shall have a minimum of four (4) building automation workstations dedicated to the HCC Andover Network. These workstations shall allow the service desk to provide real time information and support for all BAS & BSS building operations.
- (c) **Service Desk:** The Contractor's service desk shall be the first point of contact for all BAS & BSS requests i.e. scheduling, hot/cold calls, no video, no access, etc. *Experienced building operators with Andover Controls and Integral CCTV shall operate the service desk.* All requests and inquiries shall be logged and tracked using continuum online service desk. Any authorized user via a HCC workstation net browser may submit requests. Also the status of previously submitted requests shall be available on any net browser on the HCC network (provide web address). If a workstation is not available, the service desk may be contacted by phone or fax between normal operating hours and scheduling requests submitted.

5. FIRE LIFE SAFETY EQUIPMENT (FLSE) MAINTENANCE

- Fire systems will be included regarding suppression and notification maintenance and repair up to \$10,000. Maintenance tasks and associated inspections per governing body regulation will be included for all systems currently "blue tagged" by the Fire Marshall. Contractor shall devise a plan to immediately address "yellow tag" and "red tag" situations. In addition, fire alarm monitoring will be included under these services.

The Contractor shall maintain and repair Fire Alarm & Fire Suppression Systems at various HCC facilities. The contractor award this contract shall provide the necessary tools, equipment and staff to maintain, repair, and monitor the alarm system and notify the appropriate fire department. The Contractor shall conform to the NFPA 72 and NEC 70 codes and standards. This includes annual and monthly inspections of fire extinguishers in accordance to NFPA 10. The Contractor's personnel shall be qualified and experienced in the inspection, testing, maintenance, and repair of the fire alarm and fire suppression systems. Qualified personnel shall be, but not limited to, individuals with the following qualifications:

- a. Factory trained and certified;
- b. Licensed (not Certified) by the National Institute for Certification in Engineering Technologies - Fire Alarms;
- c. Certified by the State of Texas or local authority;
- d. Trained and qualified personnel employed by an organization listed by a national laboratory for the services of fire alarm systems.

(1) EMERGENCY SERVICES/CALL OUTS FOR FIRE ALARM SYSTEMS

The Contractor shall provide on-call "Emergency Services" 24 hours per day, seven days per week. The Contractor shall provide emergency service in response to a telephone request by an HCC representative within one (1) hour.

(2) SYSTEM DEVICES REQUIRING SERVICES AND INSPECTION

Maintenance, testing, inspection, repair and/or replacement shall be, but not limited to the following equipment:

(a) Fire and Smoke Detection Equipment:

- Fire detectors
- Smoke detectors
- Manual pull stations
- Alarm bells and lights
- Annunciators
- Speakers, flow detectors
- Flow switches

- Valve switches
 - Wiring
 - Devices
 - Accessories
- (b.) Fire Suppression Systems:
- Fire pumps and controls
 - Jockey pumps
 - Sprinklers (wet/dry)
 - Fire hose cabinets/racks
 - Manual fire extinguishers
 - Piping valves
 - Accessories
 - NFPA 25 " Churn test "
- (c.) Halon Fire Extinguishing System:
- Halon storage tanks
 - Manual pull stations
 - Abort switches
 - Alarm bells and lights
 - Control panels
 - Annunciators
 - Speakers
 - Piping
 - Valves
 - Wiring
 - Devices and accessories
- (d.) FM 200 Extinguishing Systems:
- FM 200 storage tanks
 - Manual pull stations
 - Abort switches
 - Alarm bells and lights
 - Control panels
 - Annunciators
 - Speakers
 - Piping
 - Valves
 - Wiring
 - Devices
 - Accessories

Definitions:

As used in this Agreement, the following terms are defined as follows:

Preventive Maintenance

Any planned maintenance activity that is designed to improve equipment life and avoid any unplanned maintenance activity. The Contractor shall schedule preventive maintenance tasks by Computerized Maintenance Management System (CMMS) to assure a uniform and detailed following:

- Inspections
- Lubrications
- Tests
- Adjustments
- Corrective maintenance tasks found during preventive maintenance.

The following is a discussion of the organization of essential elements of an effective program:

- Work instructions
- Work inventory
- Work assignments
- Basic records

Condition Based Maintenance:

Condition Based Maintenance is performing inspections in a real-time mode. Inspection in real-time mode is identified using the trending methodology. Trending includes sensors installed in equipment that sends signals indicating maintenance needs to be scheduled and performed. Trending also allows technicians to read or trend the information to avoid unnecessary or erroneous maintenance schedules.

Random Failures:

Random Failures are any failure that occurs without notice or warning.

Normal Wear Out:

Normal Wear Out is a type of failure that can be designed in a preventive maintenance program. Designed to prolong or prevent and these types of failures occur progressively over a relatively long period of time. The PM Management Team should design programs to spot signs of wear and take appropriate measures to correct the situation.

Mandatory Preventive Maintenance:

Mandatory PM's are those that must be performed at all costs when they are due. They may involve OSHA, safety, EPA and license inspections as well as state and local inspection requirements among others.

Non-Mandatory Preventive Maintenance:

Non-Mandatory PM's are inspections or service PMs that can be postponed for a short time period or even eliminated for the present cycle without resulting in immediate failure or performance penalty. Each PM task should be designated in one of these categories.

Inspection:

Inspections will involve filling out a maintenance request time ticket and then writing work orders to cover any problems discovered during the inspection.

Task Oriented:

Task-oriented PM's allow the individual performing the PM to take time to make minor repairs or adjustments, eliminating the need to write some of the work orders when turning in the inspection sheet. For scheduling purposes, a time limit should be set on how long each task should take. The Contractor should set time limits for each type of PM task for each critical piece of equipment. If the job is to take any longer, the technician should return and write a work order for someone to perform the repairs.

Operator Time Loss:

Shall include but is not limited to the following:

- Time to report the failure
- Time for maintenance to arrive
- Time for maintenance to make repairs
- Time to restart the equipment

Maintenance Costs:

Shall include but not limited to the following:

- Time to get the equipment
- Time to repair the equipment
- Time to get back to the dispatch area

II. CONTRACTOR RESPONSIBILITIES

1. Administrative and Technical Direction

- a. The Contractor shall provide administration and technical direction in the management of the plant operations and maintenance organization. In the discharge of their responsibilities, the Contractor shall be guided by the highest professional technical standards.

- b. The Contractor shall establish and/or maintain records of employees to facilitate the measurement of individual progress, and for preparation of performance reports and to assure that the Contractor's or HCC employees are working in the best interest of HCC.
- c. The Contractor shall supervise all maintenance skilled employees as shown in the Contractor's proposed plant operations and maintenance organization plan.
- d. Standard Operational Procedures:
 - i. Objectives -The Contractor shall design and implement, with the concurrence of HCC's Facilities Department Standard Operational Procedures. These procedures shall be to coordinate efforts, skills, and other designated resources through the establishment of clearly defined objectives. The primary objectives shall include a functional, safe environment, and the ability to provide the designated levels of plant environment and maintenance.
 - ii. Management Systems – The Contractor shall provide clearly defined routines, record requirements, reports, tests and inspections, plant operating instructions and administrative procedures essential to the designated levels of plant operations and maintenance.
 - iii. Research – The Contractor shall provide the research necessary to design and implement the respective plant operations and maintenance levels and programs.
 - iv. Direction The Contractor shall develop and maintain a Departmental Maintenance Procedures Manual containing instructions on how each scheduled preventive maintenance task should be performed. All preventive maintenance tasks should be logged into a Centralized Computer Management System (CMMS). Preventive routine tasks shall be generated by the CMMS on a weekly basis and submitted to the appropriate Maintenance Supervisor at each individual College.
 - v. Scheduling – The Contractor shall control scheduling the interval of preventive maintenance and task function to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Contractor is to supply written procedures for each piece of equipment based on equipment manuals.
 - vi. Inventory/Tools – The contractor shall have inventory in stock for each building for general repairs. Contractor shall not wait until repair is required and procurement of materials thereafter. The Contractor shall provide tools to employees for general repairs and trade specific repairs .
 - vii. Boiler operation permits- The contractor shall ensure that each HVAC and central Plant operator adhere to the City of Houston Uniform Mechanical Code regulations on Boiler Operator Licensing and annual boiler operation inspection. Annual Boiler fee will be the responsibility of HCC.
 - viii. The contractor shall adhere to all OSHA safety standards for labor, as well as storage of hazardous materials.

2. Professional Management

- a. The Contractor's plant operations and maintenance resources of the contractor shall be applied to serve the plant operations and maintenance management needs of HCC. The Contractor shall seek to enhance departmental coordination and cooperation as it related to plant operations and maintenance.
- b. The Contractor shall provide professionally qualified resident and resource management for the performance of plant operations and maintenance administrative engineering functions as defined by the Association of Physical Plan Administrators (APPA).
- c. The Contractor shall make initial and continuing recommendations for the plant operations, maintenance and organization structure, procedures implementation and resource application. The recommendations are to be acted upon only with the concurrence and approval of Director Of Maintenance or designee.
- d. The Contractor shall provide the leadership necessary for the effective coordination of plant operation and maintenance efforts and skills.
- e. The Contractor shall be required to serve the entire System, which includes all campus locations by work order request for delivery of equipment and minor repairs.

3. Personnel Selection and Development

The Contractor and HCC recognizes that the most important element of a successful plant operation and maintenance program is staff or employees hired. The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them. The Contractor's personnel policies shall be consistent with the state and federal laws.

The Contractor shall consult with HCC as to the selection of the RM. In addition, the Contractor shall submit an organization chart with the prospective employees that shall be employed at HCC to include the following:

- Name
- Craft type
- Wage rate
- Certification (Apprentice, Journeyman, Master Electrician, etc.)
- Years of experience

4. Employees

All employees will be on the Contractors or subcontractors payroll.

5. 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 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.

6. Direction

The Contractor shall encourage employee self-development by establishing clearly defined objectives and uniformity of efforts. There shall be a current, written organizational plan, approved by HCC, for coordination within the department and with other departments. Job descriptions, organizational diagrams, lines of communication and standing orders shall be provided contribute to employee understanding and teamwork.

7. Benefits Package

The Contractor shall submit its benefits package, including but not limited to, Holiday Schedule, Vacation and Sick Leave policies to the Director of Maintenance.

8. Training

The Contractor shall provide HCC or its employee the individual attention necessary for (or to promote) personal and occupational growth. The program shall include the determination of employee qualifications and experience, on-the-job training, educational counseling and HCC orientation. A series of self-study courses shall be made available to the maintenance employees. The Contractor must have a company-wide, in-place comprehensive technical training program to include formal skill level upgrade training, recurring training, refresher training and remedial training. The training program must include formal training courses and on-the-job training.

9. Identification

All employees must be readily identifiable to the HCC community by uniform and other easily identifiable insignia.

10. Demeanor

Employees are expected to be the ambassadors of HCC and should be customer focused.

11. Experience

The Contractor must have experience in the provision of on-site management and operations for maintenance.

12. Employee Replacement

The Contractor must have a substitute readily available in the event the Contractor's employee is absent. This substitute would perform the normal duties of the absentee. Project Management assignment must be approved by Director Of Maintenance or designee and any replacement personnel must meet the same rigorous standards and certification requirements as contained in the Personnel Selection and Development section of this RFP.

13. Total Quality Management (TQM)

The Contractor must have a company-wide TQM program that includes training and participation of all its employees.

14. Safety Program

The Contractor and subcontractor shall have a company safety program that addresses the hazards associated with the scope of services requested. The Contractor hired must maintain compliance at all times with all local, state and federal laws and/or regulations with regard to use, storage and disposal of the chemicals or other hazardous materials used during their services performed at an HCC location.

All Contractors and its Subcontractor(s)/Supplier(s) are required, under the Texas Hazard Communication Act to provide Material Safety Data Sheets (MSDS's) for all chemicals used or stored on HCC facilities to the Safety Department and upon request.

Chemicals and/or other materials left behind by any vendor after services are completed will be required to be removed and disposed of by the Contractor. HCC is not responsible for the disposal of waste materials left on HCC properties by any contracted vendors.

15. Technical Library

The Contractor shall maintain a technical library consisting of all applicable records such as "as built" drawings, equipment Operating & Maintenance (O&M) manuals, manufacturers spare parts lists and warranty certificates. HCC Facilities and Operations maintain all O&M manuals, drawings and other relevant data.

16. Warranty Administration

The Contractor shall administer and coordinate all warranties provided by construction contractors and equipment suppliers. The Contractor shall perform all work such that all warranties are maintained in full force and effect. The Contractor shall first check the equipment for problems before calling the warranty contractor.

17. Employee Turnover

The Contractor must keep an active pool of employee and subcontractor contacts. In the event of resignation of an employee or subcontractor, the Director Of Maintenance or designee must be notified immediately. An acceptable replacement must be on board by the end of a one-week period. Monthly FTEs list update will be provided to the Director Of Maintenance.

If a suitable replacement is not replaced within seven (7) days, the Contractor will credit the wages of the terminated employee or subcontractor cost back to HCC until a replacement is identified and accepted by HCC.

20. Service Requests

Student and employee comfort and satisfaction are of paramount importance. **Any student or employee calls requesting service or registering a complaint must be responded to in person and, if possible, resolved within two (2) hours of initial receipt of call.** Any second call for services/complaint shall be elevated to the Residence Manager (RM) or General Manager (GM). **Failure to satisfy a complaint that has been brought to the attention of the appropriate HCC administrator will be discussed with the Contractor and could be considered failure to meet the requirements of this proposal.**

21. Computerized Maintenance Management System

The Contractor shall develop, implement and maintain effective programs for the standardization of maintenance, utilizing HCC's computerized maintenance management system [MAXIMO] or an approved alternative. All information contained in the computer system and files is the property of HCC.

The Contractor shall establish and maintain the computerized work order system that will serve as a mechanism for other departments requesting work and will serve as a means of instruction of work to be done. The system will record the cost and completion date of each work order by room, building, campus and college. All work orders shall be printed, distributed, completed and closed out by the Contractor.

Historical corrective maintenance on equipment will be on MAXIMO or approved alternative. All files and related electronic hardcopy information shall be the property of HCC.

- Work Order Management
 - Preventive Maintenance Management
 - Labor Management
 - Workflow Management
 - Materials Management
 - Asset and Equipment Management
 - Purchasing and Accounts Payable
 - Automating Work Orders
 - Controlling Parts Inventories
 - Tracking Assets
 - Creating Purchase Orders
 - Easily Accessing Needed Reports
 - Estimate Creation, Routing and Approvals
 - Project Management
 - Integrate with PeopleSoft
 - Assessments for Current Buildings, Components and Assets
 - Deferred Maintenance Identification
 - Classification of Ratings and Priorities
 - Collection of Cost Estimates
 - FCI Calculations
- a. Training – Awardee shall provide three (3) days of on-site training to Houston Community College Facility staff on the functions of the software.
- b. Set-up and Implementation – Awardee shall provide non-proprietary facilities maintenance software and assume the responsibility for its set up and implementation.
- c. Updates – Proposers shall provide information on software updates with proposals. How often updates are generally provided and any additional costs for the updates.

22. Service Desk – Campus Service Center

The Contractor shall provide a service desk to receive all calls including complaints, repair and service requests. The Contractor's dispatcher will create work orders on the CMMS for all calls and forward the work orders to the Maintenance Supervisor at each individual campus for the appropriate response. Priority must be set for each order as described in the Repair and Maintenance of Equipment section below.

23. Clarification of Maintenance Terminology:

- A. Maintenance – The recurring day-to-day, periodic or scheduled work requirement to preserve or restore a facility or equipment to such a condition that it may be effectively utilized for its designated purpose.
- B. Plant Operations – The process of carrying out the necessary procedures, including manual control, attendance and supervision, to affect the performance of the design function of a facility or equipment.
- C. Requisition Maintenance – Maintenance actions, not part of a normal plan operations and/or maintenance, shall include special construction projects, modernization, alterations and facilities improvements. Director Of Maintenance or designee must approve all such order in advance. Projects with cost greater than \$10,000.00 will be subject to the job order contracting process. Requisition maintenance actions are not part of the principle intent of this agreement: such activities shall not exceed 15% of the total departmental man-hours year.

D. Project-external

Certain major repairs and special maintenance maybe performed by other external Contractors. The contractor shall cooperate fully with HCC and its external contractor(s) in such situations. The successful contractor may be required by HCC to:

1. Assist in planning the desired work.
1. Prepare procurement specifications as desired by HCC.
2. Supervise entirely or assist in the supervisor of the eternal Contractor(s).
3. Work cooperatively with the other external Contractor(s) as directed by HCC Vice Chancellor or Administration or designee.
4. Coordinate operations activities under its supervision with any projects undertaken by the outside Contractor(s).

Note : There will be no additional cost in the assistance of above requirements by the maintenance engineering service contractor.

The cost of HCC Facilities projects to be completed by other external Contractor(s) shall be the responsibility of HCC and shall not be considered part Of this contract between HCC and the Contractor hired for Maintenance Engineering Service.

24. Repair and Maintenance of Equipment

Repair maintenance include all repair, replacement and adjustment of equipment in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or employee complaint. Except in response to employee complaints or safety requirements, repair work orders shall be scheduled for completion depending o priority, availability or parts, workload and convenience of occupants. Priority shall be set as Emergency (All Life Safety), High and Routine.

Repair maintenance involving safety considerations or possible damage shall be responded to immediately.

25. Financial and Materials Management

- A. Objectives – The Contractor shall fulfill operations and maintenance management responsibilities with a strong and continued attention to fiscal responsibilities. The objectives of the financial and materials management program are:
1. To strive for increased effectiveness at less costs through improved management and engineering practices.
 2. To promulgate written instructions necessary to the fiscal management of operations, maintenance, equipment and supplies.
 3. To comply with established fiscal control systems and directives.
 4. To budget appropriate cost annually, the Contractor shall prepare plant operations and maintenance financial and statistical data to assist HCC in preparation of its budgets. The Contractor shall monitor expenditures as designated by HCC Facilities in accordance with Texas law. The Contractor will prepare and submit a monthly detailed expenditure to report showing budget breakdowns.
 5. To cost allocate, the Contractor will structure the management work order system permitting allocation to designated cost centers.
 6. To purchase appropriate material and equipment in a timely manner to ensure cost savings and competitive bidding as necessary, the Contractor shall provide written policies and instructions based on HCC Facilities requirements governing the purchase of plant operations and maintenance materials, supplies, equipment and utilities. The Contractor shall make available consultation in the purchase of mechanical or electrical equipment as may be contemplated by HCC.
 7. To provide a written tool policy.

- B. Receipt, Storage and Issue of Materials
The Contractor shall provide procedures, in accordance with HCC directives and guidance, necessary to the implementation of programs for the proper inspection, charges, storage, inventory, security and issue of plan operations and maintenance supplies and equipment.
- C. Regulatory Requirement
The Contractor shall implement programs to ensure that HCC Facilities comply with local, state, federal and other regulatory agencies, as they apply to the regulations, codes, inspections, operation and maintenance of the system.
- D. Technical Support
The Contractor shall provide at its own expense professional services and technical resources in support of its field management to:
1. Perform research in determination of HCC Facilities plant operations and maintenance management needs, resources, utilization, programs, procedures and systems.
 2. Implement technical support programs for system implementations, training, control inspection and consultant services relating to System plant operations and maintenance management.
 3. Consult and make recommendations concerning the plant operations and maintenance aspects of Facility Maintenance service proposals.
 4. Provide program to follow progress of major modernization and new construction projects.
 5. Provide expertise in attendance with State officials to coordinate HCC Facilities needs. Travel expense will be borne by the Contractor.
- E. Building Alterations
1. The Contractor shall provide consultation for minor rearrangement of HCC spaces, equipment and furniture as needed.
 2. The Contractor shall consult Director Of Maintenance or designee in the planning of major structural alternations, including supply estimations, etc., as requested by HCC facilities as needed.
- F. Projects – Internal
The Contractor personnel shall supervise minor building alterations in accordance with Designs originated by others and approved by Director Of Maintenance or designee. The Contractor shall make installations, fabrications, alterations and special projects in accordance with the resources of staff, finances, material, time and space allotted to the plant operations and maintenance organization and as authorized by Director Of Maintenance.
1. All alteration, modification and addition to buildings, major systems, sub-systems major equipment and ground items of significance shall be approved in advance, in writing by Director Of Maintenance designee.
 2. Director Of Maintenance or designee must approve all requisitions requiring the expenditure of funds in advance, in writing and are not included in the Contractor's contract.
- G. Projects – External
Certain major repairs and special maintenance may, be performed by other external contractors. The Contractor shall cooperate fully with HCC and its external Contractor(s) in such situations. The Chief Administration Office of Finance and Administration or designee may contact with the Contractor for such services by utilizing HCC Procurement Operations or job order contracting process. The successful proposer may be required by the System to:
1. Assist in planning the desired work.
 2. Prepare procurement specifications as desired by HCC.
 3. Supervise entirely or assist in the supervision of the external Contractor(s).
 4. Work cooperatively with the other external Contractor(s) as directed by HCC's Chief Administration Office of Finance and Administration.

5. Coordinate operations activities under its supervision with any projects undertaken by the outside Contractor(s). The cost of HCC facilities projects to be completed by other external Contractor(s) shall be the responsibility of HCC and shall not be considered part of this contract between HCC and the Contractor hired for facility maintenance services.

H. Functional Safety and Sanitation

1. The Contractor shall assist in the collection of available documentary evidence of structural safety and building safety compliance (such as Statement of Construction and Fire Protection) as needed for accreditation requirements.
2. The Contractor shall maintain on file documents and certification of the Physical Plant's compliance with the requirement of applicable local, state and federal codes, laws and regulations.
3. The Contractor shall make recommendations to Administration to facilitate compliance with applicable uniform building codes, uniform fire codes, state and/or federal Occupational Health and safety Codes, and Life Safety Codes.
4. The Contractor shall maintain good safety practices within the maintenance facility areas and keep equipment, spaces and shops in a tidy condition and participate in the System's safety programs.

I. Quality Assurance / Quality Control of Service

The following quality performance review will be initiated to insure a high standard of service for the College:

1. The Contractor will make weekly inspections. The Contractor and Director Of Maintenance or designee (Maintenance Project Manager(s) will make bi-weekly inspections. Deficiencies must be corrected prior to the next regular session.
2. Daily activities shall be maintained in the CMMS and be available for review by HCC within 24-hours and contains the type of reports for the use of the contractor and review of HCC. Preventive maintenance schedules with notation of performance shall be maintained for management control, inspection and HCCs review. Ten percent (10%) of all Preventive Maintenance, ten percent (10%) of all Corrective Maintenance will be inspected by HCC.
3. Corrective maintenance requisition actions shall be tabulated by category, resource requirement (cost/time), originator, cost center and included in the monthly report.
4. Monthly summary of plant operations and maintenance functions, accomplishments and objectives shall be prepared and presented for comments, additions and concurrence of HCC Facilities and included in the monthly report.
5. The Contractor shall meet as requested with the contract administrator to discuss the contract.
6. The Contractor's manager must carry portable communications equipment for communication with Director Of Maintenance or designee and other designees. There will be a 24-hour a day cell phone available to reach the Contract manager and RM.
7. A Contractor's employee satisfaction measure will be designed. HCC shall receive a report of the employee satisfaction yearly. This report will also include all training and licenses accomplished or received for the past year.

J. Environmental Laws

Contractor shall comply with all rules, regulations, statutes or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other local, state or federal governmental agency with the authority to promulgate environmental laws and regulations (Environmental Laws). Contractor shall promptly reimburse Houston Community College (HCC) for any fines or penalties levied against the City because of the Contractor's failure to comply. Contractors and their employees who used chemicals during the performance of their jobs must have completed Hazard Communication training in compliance with the Texas Hazard Communication Act, Chapter 502 of the Texas Health and Safety Code. Contractors must supply HCC with a copy of the Material Safety

Data Sheet (MSDS) for all chemicals brought onto HCC properties and must dispose of all chemicals supplied by the Contractor after use at the Contractor's expense.

K. Hazardous Materials

The Contractor shall not possess, use, generate, release, discharge, store, dispose of or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with any and all local, state and federal environmental laws or regulations.

In the event of Hazardous Materials generated by the Contractor or Subcontractor, the Contractor or Subcontractor is responsible to pay for the proper disposal of Hazardous Materials. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances or orders. The Contractor shall not deposit paint, oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on HCC property in violation of any local, state or federal environmental laws or regulations. It is the responsibility of the Contractor and Subcontractor to remove any materials, solvents, or substances from HCC after a maintenance project is complete.

L. Maintenance Audit

The Chief Administration Officer of Finance and Administration or designee may conduct a maintenance audit, either alone or accompanied by the Contractor, or may request that the Contractor conduct a maintenance audit, or may select a qualified third party to perform a maintenance audit. Such an audit shall include inspection of the premises, equipment, inventory, records, logs, and work performance at each facility. The audit shall be conducted without prior notice to the Contractor. The audit results shall be provided to the Contractor. The Contractor shall correct any discrepancies identified and covered under the terms of this agreement within five (5) working days after the audit results are provided to the Contractor.

The Contractor shall provide Director of Maintenance or designee a written explanation for each discrepancy and corrective action taken within ten (10) days after the audit results are provided to the Contractor. Further, the contractor shall provide the Facility Manager with an inspection and maintenance plan to prevent future occurrences of any problems identified in the audit. The Facility Manager may use the results of the audit to terminate this Agreement, regardless of any corrective action taken by the Contractor.

III. EXCLUSIONS

General Maintenance

- Fire system component repair due to renovation, code changes, or current yellow tagged items such as sprinkler coverage due to renovation, phone lines that are inoperable or obsolete components that parts are no longer available for.
- Building Operations such as unlocking of doors, events preparation and required operations, furniture and educational materials moving, and all other tasks not directly related to facilities maintenance.
- Interior and exterior painting other than touch-up of more than 100 sq ft of surface area.
- Parking lot repair/replacement larger than a 5' X 5' area 10 sq. ft.
- Parking lot painting other than minor touch above 50' liner ft.
- Wheel stop, curb 10' liner ft , bollard and guard rail repair due to damage caused by vandalism, structural defect or misuse of vehicle/equipment.
- Door locking hardware, latches pad locks. All other repairs to doors are not excluded (ADA door, hinges, closers, openers, sensors, etc).
- Structural repair and associated damages.
- Cafeteria and food service equipment repair and maintenance tasks.
- Repair/Replacement of items or equipment damaged by vandalism, acts of God, or other circumstances that result in failure that is beyond Contractor's control.

- Repair/Replacement of obsolete equipment or items that parts are not readily available.
- Pre-existing conditions previous to the execution of a contract.
- Permit fees, fines and other costs associated with regulatory compliance that is not under the Contractor's control.

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, and 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 five (5) years with no renewal options.

3. 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.

4. Compliance with Laws

The 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.

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

6. 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.

7. 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.

8. Third Party Rights

The 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.

9. Ethics Conduct

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

circumvent equal consideration for competitive 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.

10. Conflict of Interest

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

11. Small Business Development Program (SBDP)

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

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

For this Contract, HCC has established **35** percent of the total contract amount as the small business participation goal.

12. 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.

13. Prime Contractor/Contract for Services

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

14. Changes

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

a. General Conditions for Change in Services - Addition or Reduction:

New buildings inventory services will be discounted at a 50 % discount for 1 (one) full year the building is under warranty. Contractor will provide preventative maintenance and obtain new equipment manufacture specification. If Preventative maintenance is not executed by equipment specifications and a malfunction occurs contractor will be liable for repairs at no cost to the client. All warranty issues must be documented and communicated to the owner and/or Contractor by Resident Manager.

- b. Cost Reduction due to removal of buildings and/or equipment shall be provided by Director of Maintenance in written form and will be immediately removed from the contract via contract modification.

15. CPI escalator

Price adjustment in contract can be negotiated based on an amount not to exceed the annual % changes in the consumer price index commencing the second year of the contract.

16. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained in Exhibit H.

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, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

18. Safety

Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of , its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

19. 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

20. 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.

21. 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 (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Executive Director, Procurement Operations

Contractor:

ATTN: _____

22. Invoicing and Payment

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

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 10-15 and applicable purchase order number(s).

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.

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 31st.

24. 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**

PROPOSER NAME	FULL TITLE
COMPANY NAME	FULL ADDRESS
PHONE NUMBER	CITY STATE ZIP
FAX NUMBER	E-MAIL ADDRESS

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.

PRINT NAME OF PROPOSER	TITLE
SIGNATURE OF PROPOSER	DATE

**ATTACHMENT NO. 6
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. 10-15**

I, _____
NAME _____ **TITLE** _____

OF _____
FIRM NAME _____ **CERTIFY THAT ON** _____ **DATE** _____
 THE SMALL BUSINESSES LISTED HEREIN WERE CONTACTED TO SOLICIT PROPOSALS FOR MATERIALS OR SERVICES TO BE USED ON THE ABOVE STATED PROJECT.

DATE	SMALL BUSINESS	TELEPHONE #	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 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 AWARDED 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 PROPOSER INSTRUCTIONS)***

PRINT NAME

TITLE

SIGNATURE

DATE

**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 separate envelope to:

**Houston Community College
Office of Compliance
PO Box 667517
Houston, TX 77266-7517
Ref: HCC Project
No.: 10-15**

_____ FIRM NAME:	_____ FIRM ADDRESS:
_____ TELEPHONE NUMBER:	_____ FAX NUMBER:
_____ EMAIL ADDRESS:	_____ OTHER INFO:
_____ CONTACT PERSON'S NAME:	_____ CONTACT PERSON'S PHONE NO.:
_____ SIGNATURE OF FIRMS 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)		
_____ Other (Specify): _____		_____ Public Owned (PO)

BUSINESS CLASSIFICATION

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

PLEASE PROVIDE INFORMATION REGARDING CERTIFYING AGENCY (IF ANY):

<u>NAME OF AGENCY</u>	<u>CERTIFICATE NUMBER</u>	<u>EXPIRATION DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT NO. 8
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. 10-15**

PROPOSER/OFFERER 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 SMALL BUSINESSES IN THEIR PROPOSAL SUBMISSIONS

CONTRACTOR	TYPE OF WORK TO BE DONE	TYPE OF SMALL BUSINESS CERTIFICATION	PERCENT OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
SMALL BUSINESS SUBCONTRACTOR(S)/ ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
NON-SMALL BUSINESS SUBCONTRACTOR(S)/ ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				

BUSINESS NAME: _____
ADDRESS: _____
SUBMITTED BY: _____

TELEPHONE/FAX: _____
E-MAIL ADDRESS: _____

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

**ATTACHMENT NO. 10
CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2010.

Notary Public for the State of: _____

**ATTACHMENT NO. 11
AFFIDAVIT FORM**

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 2010.

Notary Public for the State of: _____

**ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

State in which your home office / headquarters is located? _____

If headquarters is located out of state, does that state have preferential treatment on 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.)*

**ATTACHMENT NO. 13
ASSURANCE OF SBDP GOAL**

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

Small Business Participation Goal = _____%

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 resulting from this proposal and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14 VENDOR APPLICATION INSTRUCTIONS

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

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is http://HCC.aecglobal.com/Supplier_Registration_Form.asp

Once you have completed your application, please print out a copy of the completed application and submit it with your completed 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 insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry during performance of the Facility Maintenance Services, Project No. 10-15.

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

1. Occurrence / Personal Injury / Advertising /	
2. Products / Completed Operations	\$1,000,000 CSL
3. Annual Aggregate	\$2,000,000 CSL
4. Products Aggregate	\$2,000,000 CSL
5. Fire, Legal	\$1,000,000 CSL
6. 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	

The following endorsements and other stated information is required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- Houston Community College System be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation on all policies
- The assigned HCC Project No. 09-04

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

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

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 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>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

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 4)

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 ____

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 ____

Section 3- Disclosure of Gifts

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

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

Yes ____ No ____

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

Yes ____ No ____

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 Systemwide Compliance** at (713)718-8233 or 8295.

ATTACHMENT NO. 18

Form Approved 4/25/2008
 OMB No. 2060-0256
 Expires: 04/31/2011



ENVIRONMENTAL PROTECTION AGENCY
 REFRIGERANT RECOVERY OR RECYCLING DEVICE
 ACQUISITION CERTIFICATION FORM

EPA regulations require establishments that service or dispose of refrigeration or air-conditioning equipment to certify that they have acquired recovery or recycling devices that meet EPA standards for such devices. To certify that you have acquired equipment, please complete this form according to the instructions and mail it to the appropriate EPA Regional Office. **BOTH THE INSTRUCTIONS AND MAILING ADDRESSES CAN BE FOUND ON THE REVERSE SIDE OF THIS FORM.**

PART 1: ESTABLISHMENT INFORMATION

Name of Establishment <input type="text"/>	Street <input type="text"/>
(Area Code) Telephone Number <input type="text"/>	City State Zip Code <input type="text"/>
Number of Service Vehicles Based at Establishment <input type="text"/>	County <input type="text"/>

PART 2: REGULATORY CLASSIFICATION

Identify the type of work performed by the establishment. Check all boxes that apply.

- Type A - Service small appliances
- Type B - Service refrigeration or air-conditioning equipment other than small appliances
- Type C - Dispose of small appliances
- Type D - Dispose of refrigeration or air-conditioning equipment other than small appliances

PART 3: DEVICE IDENTIFICATION

	Name of Device(s) Manufacturer	Model Number	Year	Serial Number (if any)	Check Box if Self-Contained
1.					<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>

PART 4: CERTIFICATION SIGNATURE

I certify that the establishment in Part 1 has acquired the refrigerant recovery or recycling device(s) listed in Part 2, that the establishment is complying with Section 608 regulations, and that the information given is true and correct.

Signature of Owner/Responsible Officer <input type="text"/>	Date <input type="text"/>	Name (Please Print) <input type="text"/>	Title <input type="text"/>
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INSTRUCTIONS

Part 1: Please provide the name, address, and telephone number of the establishment where the refrigerant recovery or recycling device(s) is (are) located. Please complete one form for each location. State the number of vehicles based at this location that are used to transport technicians and equipment to and from service sites.

Part 2: Check the appropriate boxes for the type of work performed by technicians who are employees of the establishment. The term "small appliance" refers to any of the following products that are fully manufactured, charged, and hermetically sealed in a factory with five pounds or less of refrigerant: refrigerators, and freezers designed for home use, room air conditioners (including window air conditioners and packaged terminal air conditioners), packaged terminal heat pumps, dehumidifiers, under-the-counter ice makers, vending machines, and drinking water coolers.

Part 3: For each recovery or recycling device acquired, please list the name of the manufacturer of the device, and (if applicable) its model number and serial number.

If more than seven devices have been acquired, please fill out an additional form and attach it to this one. Recovery devices that are self-contained should be listed first and should be identified by checking the box in the last column on the right. Self-contained recovery equipment means refrigerant recovery or recycling equipment that is capable of removing the refrigerant from an appliance without the assistance of components contained in the appliance. On the other hand, system-dependent recovery equipment means refrigerant recovery equipment that requires the assistance of components contained in an appliance to remove the refrigerant from the appliance.

If the establishment has been listed as Type B and/or Type D in Part 2, then the first device listed in Part # 3 must be a self-contained device and identified as such by checking the box in the last column on the right.

If any of the devices are homemade, they should be identified by writing "homemade" in the column provided for listing the name of the device manufacturer. Type A or Type B establishments can use homemade devices manufactured before November 15, 1993. Type C or Type D establishments can use homemade manufactured anytime. If, however, a Type C or Type D establishment is using homemade equipment manufactured after November 15, 1993, then it must not use these devices for service jobs.

EPA REGIONAL OFFICES

Send your form to the EPA office listed under the state or territory in which the establishment is located.

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

CAA 608 Enforcement Contact: EPA
Region I; Mail Code SEA; JFK Federal
Building; One Congress Street, Suite
1100; Boston, MA 02114-2023

New York, New Jersey, Puerto Rico, Virgin Islands

CAA 608 Enforcement Contact: EPA
Region II; Mail Code 2DECA-AC; 290
Broadway; New York, NY 10007-1866

Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia

CAA 608 Enforcement Contact: EPA
Region III-Wheeling Office; Mail Code
3AP12; 303 Methodist Building; 11th and
Chapline Streets; Wheeling, WV 26003

Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

CAA 608 Enforcement Contact: EPA
Region IV; Mail Code APT-AE; 61 Forsyth
Street, SW; Atlanta, GA 30303-8960

Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin

CAA 608 Enforcement Contact: EPA
Region V; Mail Code AE-17J; 77 West
Jackson Blvd.; Chicago, IL 60604

Arkansas, Louisiana, New Mexico, Oklahoma, Texas

CAA 608 Enforcement Contact: EPA
Region VI; Mail Code 6EN-AA; 1445 Ross
Ave., Suite 1200; Dallas, TX 75202

Iowa, Kansas, Missouri, Nebraska

CAA 608 Enforcement Contact: EPA
Region VII; Mail Code APCOARTD; 901
North Fifth Street; Kansas City, KS 66101

Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming

CAA 608 Enforcement Contact: EPA
Region VIII; Mail Code 8ENF-T; 1595
Wynkoop Street, Denver, CO 80202-1129

American Samoa, Arizona, California, Guam, Hawaii, Nevada

CAA 608 Enforcement Contact: EPA
Region IX; Mail Code AIR-5; 75
Hawthorne Street; San Francisco, CA
94105

Alaska, Idaho, Oregon, Washington

CAA 608 Enforcement Contact: EPA
Region X; Mail Code OAQ-107; 1200
Sixth Ave.; Seattle, WA 98101

PUBLIC BURDEN

The purpose and need of this renewed collection request is to facilitate compliance with and enforcement of Section 608 of the Act by reducing emissions of class I and class II ozone-depleting refrigerants to the lowest achievable level during the service, maintenance, repair, and disposal of appliances. EPA has used and will continue to use these records and reports to ensure that refrigerant releases are minimized during the recovery and recycling of ozone-depleting refrigerants during the service, maintenance, repair, and disposal of appliances. Collection of this information is mandated by EPA regulations, in accordance with 40 CFR 82.162. This information is not shared with parties outside of the Federal government. EPA's confidentiality regulations (40 CFR 2.201 et seq.) assure computer data security, disclosure prevention, proper handling, proper storage, and proper disposal of the submitted information.

The public reporting and recordkeeping burden for this collection of information is estimated to average one (1) hour per response per respondent annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

To comment on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques, EPA has established a public docket for this ICR under Docket ID No. OAR-2003-0018, which is available for public viewing at the Air and Radiation Docket and Information Center in the EPA Docket Center (EPA/DC), EPA West, Room B102, 1301 Constitution Ave., NW, Washington, DC. The EPA Docket Center Public Reading Room is open from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding legal holidays. The telephone number for the Reading Room is (202) 566-1744, and the telephone number for the OAR Docket is (202) 566-1742. An electronic version of the public docket is available through EPA Dockets (EDOCKET) at <http://www.epa.gov/edocket>. Use EDOCKET to submit or view public comments, access the index listing of the contents of the public docket, and to access those documents in the public docket that are available electronically. Once in the system, select "search," then key in the docket ID number identified above. Also, you can send comments to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, NW, Washington, DC 20503, Attention: Desk Office for EPA. Please include the EPA Docket ID No. (OAR-2003-0018) and OMB control number (2060-0256) in any correspondence.



Procurement Operations

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

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

EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION

EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

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

INSTRUCTIONS:

1. THIS FORM SHALL BE COMPLETED AND SIGNED BY AN OFFICER OF THE SUBCONTRACTOR'S COMPANY FOR EACH PAYMENT RECEIVED FROM THE PRIME CONTRACTOR AND SHALL BE RETURNED TO THE PRIME CONTRACTOR FOR ITS SUBMISSION TO HCC.
2. THE PRIME CONTRACTOR SHALL ATTACH THIS COMPLETED FORM TO EACH INVOICE FOR PAYMENT SUBMITTED TO HCC ACCOUNTING DEPARTMENT AND THE OFFICE OF COMPLIANCE.

FROM _____ TO _____ REPORTING PERIOD:	NAME OF CONTRACTOR/SUBCONTULTANT/SUPPLIER (CIRCLE ONE):
TITLE AND PRIME CONTRACT NO.:	ADDRESS:
PRIME PURCHASE ORDER NO. /INVOICE NO. FOR THIS PAYMENT:	PHONE NO.: _____ FAX NO.:
CHECK NO. / DATE OF PAYMENT SUBMITTED TO SUBCONTRACTOR:	E-MAIL ADDRESS

I HEREBY CERTIFY THAT THE ABOVE FIRM HAS RECEIVED **(CIRCLE ONE)** FULL/PARTIAL PAYMENT ON _____ FROM DATE _____

_____ IN THE AMOUNT OF \$ _____ AS PAYMENT OF OUR INVOICE/PURCHASE ORDER

PRIME CONTRACTOR

DATED _____ FOR WORK PERFORMED DURING: FROM _____ TO _____ UNDER THE CONTRACT

OR PROJECT TITLE AND NUMBER: _____

TOTAL AMOUNT INVOICED TO DATE:	\$ _____
AMOUNT DUE THIS REPORTING PERIOD:	\$ _____
TOTAL PAID TO DATE:	\$ _____

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

PROJECT NO./TITLE: _____
REPORTING PERIOD: FROM _____ TO _____
PRIME CONTRACTOR: _____
TOTAL CONTRACT AMOUNT (PRIME CONTRACTOR): \$ _____

INSTRUCTIONS: This form shall be completed and signed by an officer of the Prime Contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Department and the Office of Compliance.

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 arrangements 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: _____
E-mail Address: _____