



Procurement Operations

Request for Proposals (RFP)

For

**Land Lease and Development
Services**

Project No. 12-40

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: July 30, 2012

Project Title: Land Lease and Development

Project No.: 12-40

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Shiela Perla, CPPO
Title: Senior Buyer
Telephone: (713) 718-5014
Fax: (713) 718-2113
Email: shiela.perla@hccs.edu

1. Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms for public-private partnerships to lease a parcel of land to develop, build, operate and manage Land Lease and Development projects on HCC property. Two properties are available for lease and development: 1) Housing, parking & retail space located in Midtown Houston, TX; and 2) Science, Technology, Engineering, and Mathematics (STEM) building & parking facility located in West Houston. Additionally, HCC would like to develop a public-private partnership with a firm wishing to acquire, build & develop a facility within the Texas Medical Center area. The awarded firms shall enter into a multi-year property lease with HCC as described in Attachment No. 1 Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

2. 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 Instructions for Proposers, Section 22, Terms & Conditions

3. Pre-Proposal Meeting: Mandatory Not mandatory Not Applicable

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (2nd Floor, 2B00 Auditorium) Houston, Texas 77002 on Wednesday, August 15, 2012 at 10:00 AM (local time).

4. Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required Promotional Products and Services until 3:00 PM (local time) on Thursday, August 30, 2012. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. Late Proposals will not be considered under any circumstances.

5. Contract Term:

It is anticipated that the Land Use Property Leases awarded resulting from this solicitation, if any, will be between twenty (20) to twenty-five (25) years as determined by HCC. At the end of the term all property improvements would become the property of HCC based on the terms of the negotiated

contract.

6. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than Thursday, August 23, 2012.

7. Inquiries and Interpretations:

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be bound by and responsible for any and all requirements and information contained therein. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

8. Commitment: Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Land Lease and Development Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of Land Lease and Development Services to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer which arises from Proposer's performance under any resulting agreement shall be at the sole risk and responsibility of Proposer.

9. Acquisition from Other Sources:

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

10. Vendor Registration:

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

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

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

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

11. Obligation and Waivers:

THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

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, disability, sexual orientation or veteran status.

INSTRUCTIONS TO PROPOSERS

1. General Instructions:

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 3). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

Respondents must complete, sign and return the following documents, as required:

- Proposal /Contract Award Form (Attachment No. 3)
 - Proposer Questionnaire (Attachment No. 4)
 - Determination of Good Faith Effort Form (Attachment No.5)
 - Small Business Unavailability Certificate (Attachment No. 6)
 - Contractor & Subcontractor/Supplier Participation Form (Attachment No.7)
 - Small Business Development Questionnaire (Attachment No. 8)
 - Proposer's Certifications (Attachment No. 9)
 - Conflict of Interest Questionnaire (Attachment No. 10)
 - Financial Interests and Potential Conflicts of Interests (Attachment No. 11)
- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
 - b. Responses to this RFP must include a response to the proposal requirements set forth in Section 4, below.

c. Page Size, Binders, Dividers and Electronic Copy

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

d. Table of Contents

Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

e. Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

f. Number of Copies

Submit one (1) original and 2 copies of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include fifteen (15) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

g. Submission

One (1) original and all required copies of the Proposal, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request For Proposal-Summary, Section 4 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 12-40
Attn: Shiela Perla, CPPO

g.1 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.

g.2 Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.

g.3 Telephone proposals are not acceptable when in response to the Request for Proposal.

g.4 Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

3. Eligibility for Award:

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory record of past performance;
 - Have necessary personnel and management capability to perform any resulting contract;
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c) 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 the below Section 12, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

4. Preparation of Proposal:

a. Technical Proposal:

Proposer shall submit Technical Proposal responding to all Questions set forth in the Proposer Questionnaire, Section 3.0 attached hereto as Attachment No. 4.

b. Price Proposal:

Proposer shall submit a Price Proposal respondent to all requirements set forth in the Proposer Questionnaire, Section 4.0 attached hereto as Attachment No. 4.

5. Evaluation Criteria:

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

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
● Firm's Profile, Qualifications & Experience	15
● Firm's Financial Strength	10
● Qualifications & Experience of Proposed Project Team	05
● Implementation Schedule & Project Plan	15
● Property Management Plan	05
● Capacity to Perform the Work	10
● Small Business Commitment	acceptable/unacceptable
● Proposed Land Development Design Concept	15
Subtotal Technical Proposal Total Points:	
Price Proposal:	25
Total Points:	100

6. Contract Award:

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in the above Section 3, Eligibility for Award. 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. Postponement of Proposals Due Date/Time:

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

8. Oral Presentations:

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

9. Small Business Development Program (SBDP):

a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC

procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation or veteran status 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 **BEST EFFORT** of the total amount of the proposal as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - Document reasons for rejecting a firm that bids on subcontracting opportunities.

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. 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.

12. 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 day the 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Conflict of Interest:

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons

submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 10, Conflict of Interest Questionnaire Form, and Attachment No. 11, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 10 and Attachment No. 11 shall be completed, signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize Attachment No. 11 shall render your proposal non-responsive.

18. 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.

19. 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.

20. Withdrawal or Modification:

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

21. Validity Period:

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

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:
[http://www.hccs.edu/hcc/System%20Home/Departments/Procurement Operations/About Procurement/General %20Terms%20and%20Conditions%20of%20Contracts.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement%20Operations/About%20Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf)

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

ATTACHMENT NO. 1

SCOPE OF SERVICES FOR LAND LEASE AND DEVELOPMENT SERVICES

I. PURPOSE

Houston Community College (“HCC”) is seeking proposals from qualified developers for public-private partnerships to lease land owned by HCC and located in Houston, TX to develop, build, operate and manage approved commercial projects. HCC reserves the right to restrict land lease and facility use to those enterprises that are beneficial to the community and the College’s mission. The proposer may submit a proposal for one (1) or multiple land lease and development project(s). HCC is offering for lease a parcel of land located in Midtown Houston, for a firm to develop, construct, and operate a multipurpose building for housing, parking facility, instructional space, and retail space. HCC has a second property for lease in West Houston for a firm to develop, construct, and operate a Science, Technology, Engineering & Mathematics (“STEM”) Workforce Center and parking facility. Additionally, HCC is looking to develop a public-private partnership with a firm wishing to acquire, build, & develop a facility within the Texas Medical Center area for the instructional and training use by HCC and will also include tenant and retail space that may duly serve the immediate medical community. The development of the properties shall implement practical and measurable green building design, construction, operations and maintenance solutions based on the Leadership in Energy and Environmental Design (“LEED”) Silver rating.

II. HCC FACILITY DESCRIPTION

A. Multipurpose Building

A multipurpose housing complex will be developed on 1.2 acres of HCC land located at 3000 Main Street & Rosalie Street, north of the HCC Administration Building. The multipurpose building will be developed for a seven (7) story maximum residential, a minimum 200 space parking facility, a minimum 20,000 square feet instructional space, and a retail space development. The residential space should have an innovative design to attract HCC students and HCC international student population, professionals, and families.

Houston’s midtown location is a thriving, culturally diverse urban mixed-use community that in recent years has become a sought after commercial residential community for professionals preferring to reside close to downtown and entertainment activities. This community is pedestrian & bike friendly with proximity to the Metro Transit Authority rail-system for easy travel to HCC Central College, HCC’s Coleman College for Health Sciences, Houston’s Medical Center, Theatre Venues, Museum District, Reliant Stadium, downtown Houston for business, international and art festivals, Dynamo soccer, and Astros baseball. The Houston rail-system connects to Metro bus routes for easy access and transfers for travel throughout the Houston-Metro area.

B. STEM Workforce Center

The STEM Workforce Center and parking facility will be developed on the HCC owned 20 acres land located at the intersection of Westheimer Rd. and Eldridge Parkway. The STEM Workforce Center development will be designed to attract Houston area science, technology & engineering businesses and provide innovative business & laboratory centers and conference rooms for businesses to explore, showcase, demonstrate and train new technologies in STEM research, LEED research, renewable energy, reusable resources, and environmental stewardship to entrepreneurs, consumers and HCC. STEM Workforce Center services will provide STEM education for HCC students leading to a bachelor's degree, internships and cooperative education employment opportunities with science and technology Houston area businesses.

Approximately twenty to twenty-five (20-25) additional acres of land are located adjacent to this property. Developers may consider purchasing this land and developing the land as an extension to the HCC property land lease and development project.

III. **PROPERTY DEVELOPMENT TEXAS MEDICAL CENTER**

A. Texas Medical Center Facility

HCC is looking to develop a public-private partnership with a firm wishing to acquire, build & develop a facility within the Texas Medical Center area to be used for instructional and training purposes by HCC Coleman College for Health Sciences. In addition to providing instructional space, the facility can also serve commercial and retail purposes to support the growing needs of the surrounding medical community. The approximate building size shall be 200,000 to 250,000 square feet with a 25,000 square foot per floor footprint. Additionally, the building shall have an attached parking garage. Approximately 100,000 square feet will be available for lease occupancy by HCC.

IV. **DESIGN CRITERIA**

Commercial development of land on HCC property must be consistent to the mission HCC and the HCC master plan and shall include, but limited to, the following criteria:

- Optimum access and vehicle parking;
- Energy conservation, sustainability and green technology. LEED Silver rating;
- Acceptable landscape plan and maintenance;
- Traffic ingress and egress to building for flow of traffic;
- Obtain all permits applicable for site preparation and construction of the building and meet industry standards;
- Design and construction of the proposed development in accordance with all State and local codes;
- Security plan for the facility;
- Long term property management, maintenance & repair, and support plan for the buildings;
- Compliance with Americans with Disabilities Act (ADA)

V. **LEASE TERM**

The lease term will be for twenty (20) year period up to a maximum of twenty-five (25) year period.

VI. LEASE FEES

Lease fees shall include a Base Rent for Land Lease consisting of an annual amount per square foot, per year to commence upon contract execution, plus shared revenue based on lease fees per square foot from occupancy use. Upon issuance of a certificate of Occupancy, the per square foot rental rate will increase to an amount equal to or greater than double the first year. Additional fees may be negotiated as part of the lease. Base rental rates will be adjusted upward every two years using the appropriate Consumer Price Index (CPI). Additionally, on the fifth anniversary of the lease agreement and every fifth year thereafter, rates may be increased based on the current real estate market rates. Base rental rates will begin upon the executed contract start date.

VII. MAINTENANCE AND REPAIR

The selected respondent, if any, shall be responsible for, and shall pay for all maintenance and repair of the land, structures, utilities and facilities located upon the premises during the term of the lease. This responsibility includes, but is not limited to, grass cutting, landscaping and cleaning of lessee's premises. Provide a plan of action for maintenance and repair services.

VIII. OWNERSHIP OF FACILITY

Upon completion of the lease, all property and fixtures would become the sole property of HCC.

Balance of page intentionally left blank

ATTACHMENT NO. 2A

**SCHEDULE OF LEASE AND DEVELOPMENT COSTS
FOR
HCC OWNED PROPERTY**

The Proposer / Contractor shall furnish all resources and services necessary and required to provide Land Lease and Development Services, in accordance with the **Scope of Services**, and the Per the below Price Proposal. The Proposer / Contractor may submit a Price Proposal I for one (1) or multiple land lease and development projects listed in Attachment No. 1, Section II and III, above. Provide a Pro Forma Statement as specified in Attachment No. 4 Proposer Questionnaire.

Item No.	Location of Property	Proposed Project Description	Qty	Unit	Total Estimated Project Development & Construction Costs	Proposed Lease Fees for HCC Owned Property (annual amount per square foot)	Total Estimated Shared Revenue from occupancy use per square foot	Total Estimated Profit
01	3000 Main Street & Rosalie Street	Multipurpose housing complex (1.2 acres)	1	Job	\$ _____	\$ _____	\$ _____	\$ _____
02	Westheimer Rd. and Eldridge Parkway	STEM Workforce Center	1	Job	\$ _____	\$ _____	\$ _____	\$ _____

Total Estimated Project Development Costs (Items Nos. _____): \$ _____

Total Proposed Lease Fees (Items Nos. _____): \$ _____

Total Estimated Project Revenue (Items Nos. _____): \$ _____

Total Estimated Profit (Items Nos. _____): \$ _____

Total Calendar Days for Project Construction Completion:

Item No. 01 _____

Item No. 02 _____

ATTACHMENT NO. 2B

**SCHEDULE OF LEASE AND DEVELOPMENT COSTS
FOR
TEXAS MEDICAL CENTER AREA**

The Proposer / Contractor shall furnish all resources and services necessary and required to provide Land Lease and Development Services, in accordance with the **Scope of Services**, and the Per the below Price Proposal. The Proposer / Contractor may submit a Price Proposal I for one (1) or multiple land lease and development projects listed in Attachment No. 1, Section II and III, above. Provide a Pro Forma Statement as specified in Attachment No. 4 Proposer Questionnaire.

Item No.	Location of Property	Proposed Project Description	Qty	Unit	Total Estimated Project Development & Construction Costs	Estimated Lease Fees (annual amount per square foot)	Total Estimated Revenue	Total Estimated Profit
01	Texas Medical Center	Instructional- Training & Commercial Retail	1	Job	\$ _____	\$ _____	\$ _____	\$ _____

Total Estimated Project Development Costs: \$ _____

Total Proposed Lease Fees: \$ _____

Total Estimated Project Revenue: \$ _____

Total Estimated Profit: \$ _____

Total Calendar Days for Project Construction Completion:

Item No. 01 _____

ATTACHMENT NO. 3

HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Land Lease and Development Services
PROJECT NO.: 12-40

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 10: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

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

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this the _____ day of _____, 2012.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. 12-40

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

HOUSTON COMMUNITY COLLEGE

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

Signed By: _____

Title: _____

ATTACHMENT NO. 4

Proposer Questionnaire

HCC Project No. : 12-40

1.0 Firm's Profile:

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Sales Volume: Provide net sales data for the past three (3) years
- Describe your company's specific knowledge, experience and expertise in land lease and development services.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- Provide disclosure of all assumptions and any limiting conditions.

1.2 Firm's Financial Status: Provide evidence of the firm's financial stability including the firm's **audited financial statement** for the **last three (3) years**. Indicate your total bonding capacity; available bonding capacity and current backlog.

2.0 Technical Proposal:

Your Technical Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 2, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

2.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal including identification of the offering firm, contact name, mailing address, e-mail address, telephone and fax number for each firm, and signature of a person authorized to bind the offering firm to the terms of the response document.

2.2 Qualifications and Experience of Proposed Project Team:

- (a) Provide a project-staffing plan including resumes for all proposed "key" staff member who will be assigned to this project and defining their role in supporting the HCC project and their experience & certifications, if any, to provide the needed services.

(b) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability if the Proposer's employees.

(c) Provide an organizational chart that clearly defines your management structure, identifies key personnel and their particular roles in the performance of land lease and development services.

(d) Describe in what capacity subcontractors will be used to perform various elements of the work in providing services to HCC. Explain how you qualify and select subcontractors including SBE's. Include a listing of subcontractors that you foresee performing work for HCC and their role.

2.3 Past Performance: This section should establish the ability of the respondent and **ALL** its sub-consultants to satisfactorily perform the desired land lease and development services work. Provide examples of similar land development project experience for all land development project team members; public institutions or public entities, preferred. HCC may verify all information furnished. At a minimum, include the following per project experience:

- Project Name, locations – year completed; contract delivery method, total project cost
- Brief project description describing your experience, work performed by your firm and work subcontracted
- Owner name, title, current phone number and e-mail address.
- Project Manager Name, current phone number and email address.

2.4 Implementation Schedule & Project Plan: Provide a detailed *Start-up Implementation Schedule* identifying key tasks and milestones commencing date of contract award through project completion for each proposed project. Your response should clearly define both your and HCC's responsibilities and resources required during the implementation phase. Provide a detailed *Project Plan* through project completion. Include concept drawings of your firm's proposed land development projects detailing size, quality, and character of the project. Describe the benefit to the community the development will provide. Specify the method and resources for the generation of revenue provided by the project development. Provide a lease marketing plan with a proposed occupancy schedule to fill lease vacancies.

2.5 Property Management Plan: Describe your interim property management plan including site security, developing management partnerships and planning for public access, maintenance, repair, upgrade or property, mitigation potential, public access, development quality, delivery and & turnaround time and general business operations.

2.6 Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.

2.7 Capacity to Perform the Work:

(a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 1. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.

(b) For the work listed by HCC in Attachment No. 1, please identify any work for which your company will have to outsource all or a portion of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

2.8 Project Portfolio: Provide a list of your firm's planned projects and projects currently under construction and include location and project type for each project.

Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to the faculty and HCC staff, and engage them in the project.

2.9 Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity.

2.10 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, if any.

2.11 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company

3.0 Price Proposal:

Proposer shall provide a detailed Pro Forma Statement for the proposed project(s). Specify the avenues to generate revenue from the project development (See Section 3.4 Implementation & Project Plan above). Detail the estimated project development and construction costs per project. Proposer shall complete and submit the Schedule of Items and Prices (Attachment 2A and 2B). Proposer may submit, for HCC's consideration, any other products and services it offers.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

HCC Project No: 12-40

Proposer _____

Address _____

Phone _____ Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 5 and No. 6)

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

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

HCC Project No.: 12-40

I, _____ of _____
 (Name) (Title)
 _____, certify that on the date(s) shown, the small businesses listed
 (Name of proposer's company) herein were contacted to solicit Proposals for Materials
 or Services to be used on this Project

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

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

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

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

Signature: _____

**ATTACHMENT NO. 8
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

HCC Project No.: 12-40

Note: Proposers are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope marked: *"Small Business Development Questionnaire"*

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 9
PROPOSERS CERTIFICATIONS

HCC Project No.: 12-40

1. NON-DISCRIMINATION STATEMENT:

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

2. ASSURANCE OF SBDP GOAL:

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

Small Business Participation Goal = **BEST EFFORT**

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

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

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFP. The undersigned further understands that the Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through the day the contract documents are signed by all parties.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

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

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity:

YES or NO

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

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

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2012.

Notary Public for the State of: _____

ATTACHMENT NO. 10

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="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007

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

**ATTACHMENT NO. 11
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

HCC Project No.: 12-40

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 as part of your proposal response.** Completed forms must be **NOTARIZED.**

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

Ownership interest 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)	(_____)

sole proprietorship stock partnership

other (explain): _____

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

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

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

this the _____ day of _____, 2012.

Notary Public for the State of: _____