

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSAL  
(SERVICES)**

**ENVIRONMENTAL SERVICES  
(JANITORIAL CLEANING SERVICES)**

**RFP NO.: 19-54**

**ISSUED BY:**

Procurement Operations Department

**FOR:**

Facility Department

**PROCUREMENT OFFICER:**

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**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN:**

June 18, 2019 by 2:00 p.m. (local time)

**at**

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: RFP 19-54 – Environmental Services

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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<b>Appendix Number</b>	<b>Appendix Title</b>
Appendix No. 1	Items and Prices for Environmental Services
Appendix No. 2	Sample HCC Agreement

<b>Exhibit Number</b>	<b>Exhibit Title</b>
Exhibit A	Cleaning Product Usages
Exhibit B	APPA's Level 2.5 cleaning
Exhibit C	Cleaning Requirements and Frequency Schedule
Exhibit D	Information Packet

**NOTE: All noted Attachments are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.**

**SOLICITATION SCHEDULE**

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

<b>Solicitation Milestone</b>	<b>Date &amp; Time</b>
RFP released and posted to HCC's & ESBD's websites	May 17, 2019
Pre-Proposal Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street (2nd Floor Room B) Houston, Texas 77002	May 28, 2019 at 11:00 a.m. (local time)
Deadline to receive written question/inquiries	June 03, 2019 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	June 07, 2019
Proposal Submittal Due Date	June 18, 2019 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	August, 2019

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

## **Section 1 – Project Overview & Scope of Services**

### **1. Project Overview**

The Houston Community College, (“HCC” or “College”) seeks proposals from qualified firms to perform Environmental Services in accordance with the scope of services noted below. Qualified respondents are invited to submit a written response outlining your qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

#### **1.1 Information about Houston Community College**

The Houston Community College System service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City.

To learn more about HCC follow the link below:

<https://www.hccs.edu/fact-book/>

Houston Community College has six District colleges, one administration location and more than fifteen campuses with over seventy-six (76) buildings enclosing five (5.8) million square feet. All are located in the greater Houston area. HCC is also completing a facility development program through a \$465 million Capital Improvement Program (CIP). The System includes six garages within the real estate portfolio.

The main colleges and administration location include:

1. Central College
2. Coleman College of Health Sciences
3. Northeast College
4. Northwest College
5. Southeast College
6. Southwest College
7. District Offices-HCC Administration Building

To learn more about the various campuses and locations click on the link below:

<http://www.hccs.edu/locations/>

#### **1.2 Pre-Proposal Conference**

A pre-proposal conference will be held at a time and location as indicated in the Solicitation Schedule above. Attendance at this conference is advised if your firm wishes to ask any questions in connection with this RFP. *Please print a copy of the RFP and bring it with you, as no additional copies will be provided at the conference.* The College intends to present general information, which may be helpful in the preparation of proposals, and to offer firms the opportunity to ask questions concerning this RFP.

The pre-proposal conference also provides opportunities for respondents to network and establish SBE and/or subcontracting relationships.

#### **1.3 Contract Term**

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) additional one (1) year terms. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

#### **1.4 Alternate Proposals**

HCC may consider alternate Proposals submitted by Proposer that expand or differ from these specifications. Proposers submitting alternate Proposals should (i) clearly identify any exceptions taken to the Specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the specifications set forth in this RFP, and all such suggestions must be clearly defined. Alternate Proposals should be submitted as attachments to the Proposal. Alternate Proposals shall meet the same mandatory requirements and shall be in the same format as the Proposal's base format.

#### **1.5 MINIMUM QUALIFICATIONS**

The respondent shall:

Be a company or individual engaged, or whose partners or participants or both are engaged in the business of providing commercial environmental cleaning services for a minimum of five years.

Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

Be a full service reputable firm capable of performing all aspects of specifications.

All assigned personnel must be well qualified, experienced and bondable. At least one person assigned to each facility should be bilingual.

Extensive experience performing environmental cleaning services for facilities of similar type and size as those listed herein.

Be in good financial standing and current in payment of all taxes and fees such as state franchise fees. HCC reserves the right to request a copy of the proposer's audited or un-audited financial statement.

HCC may request a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.

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## **2. Scope of Services**

HCC seeks proposals from qualified firms to provide Environmental Services across the entire HCC system. The scope of service requires the Contractor to furnish all required and necessary resources to perform environmental services for the College. The Contractor shall provide all the necessary management, supervision, labor, transportation, tools, supplies, equipment and any other resources and materials necessary and required to perform environmental services. HCC reserves the right to award separate contracts to multiple contractors.

It is HCC's desire to evaluate all possible options for administering and improving the environmental service operations of the College. This RFP is issued for the purpose of negotiating a contract for environmental services for the entire HCC system with one or more firms. In the RFP, the proposer may be referred to as the "Contractor".

### **2.1 WORK HOURS - Work Schedule**

Environmental services shall be provided up to seven (7) days per week at the time specified for each location on an as needed basis. General cleaning shall be performed between the hours of 6:00 AM and 10:00 PM, with the exception of facilities that are open later in the evening. The contractor shall provide twenty-four (24) hour emergency response, if requested, and shall respond to HCC within one (1) hour of request for emergency services and have staff onsite if needed within two (2) hours. Contractor shall provide a specific monthly schedule of all quarterly and semiannual services by building and specific dates of service.

### **2.2 Holidays:**

Generally, HCC Colleges are closed on the below Federal holidays but because of the dynamic nature of the campus buildings, some buildings may require service on these holidays while others may not require service.

- New Year's Day
- Martin Luther King's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (Thursday & Friday)
- Christmas Day

In addition, HCC Colleges are closed for two (2) weeks for Winter Break and one (1) week for Spring Break and one (1) day for Spring Holiday. Quarterly and semi-annual cleaning services should be scheduled for completion during these periods as well as during semester breaks in the summer. Special cleaning projects will be required during breaks in college sessions. Usually these cleanings may be scheduled during normal business hours.

For updated Holiday Schedules refer to: <https://learning.hccs.edu/holiday-schedule/view>

### **2.3 General Cleaning / Performance Requirements For All Facilities**

### **2.4 Equipment and Supplies**

All Contractor furnished equipment shall be engraved or otherwise permanently identified so that ownership can be readily determined. All Contractor equipment shall be kept in good working order.

Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, floor finish, soaps, cleaners, mops, brooms, burnishes, ladders, hoses, vacuum cleaners, etc. The Director of Maintenance, or designee, must approve all supplies and/or equipment prior to their use under this contract. Any non-complying equipment or supplies shall be changed out immediately at the request of the Director of Maintenance or designee. Environmental closets located in College facilities may be used by the Contractor and shall be kept clean and free of debris and odor at all times. Supplies and equipment located in any environmental closets shall be stored in a neat and orderly manner and in such a way as to prevent injury to College staff, the public, or Contractor's employees. Contractor's on-site supervisor shall maintain an equipment inventory and a copy shall be provided to the HCC coordinator facilities and custodial services or designee, upon request.

HCC has incorporated a green-standard level of cleaning and has set a minimum of eighty percent (80%) of all chemical and paper products supplied by the contractor must have a Green Seal (GS) rating. The Contractor will provide all environmentally friendly cleaning chemicals, and floor finishes as needed for an efficient and complete cleaning program for the College. (Exhibit -A "Cleaning Product Usages")

All paper products (Exhibit -A "Cleaning Product Usages & Schedules-G1 "Paper Products and Consumables") supplied by the Contractor shall be green certified.

Following is a list of green-certified paper products that are the minimum standard but not limited to:

- a) Toilet tissue: Kimberly Clark coreless JRT #7006 Green;
- b) Toilet tissue: Kimberly Clark coreless SRT #04007 – Green;
- c) Hand towels: Kimberly Clark HRT #50606 or #02000 – Green; and
- d) Hand towels: Scott fold towels # 01950 - Green

Control of all equipment and supplies shall be the sole responsibility of the Contractor.

Contractor shall supply cleaning products and supplies, including but not limited to those needed to clean and maintain white boards, all paper products and restroom supplies including, but not limited to, paper towels, toilet seat covers, sanitary napkins, urinal cakes/screens, soap and fragrance/deodorant canisters and batteries for air freshener units in all restrooms, break rooms, kitchenettes and any other location that dispensers may be located. Microfiber Cloths are a mandated item (listed on Schedule-G2 "Paper Products and Consumables") and a color-coded Microfiber system shall be utilized. In addition, toilet seat cover dispensers shall be mounted and stocked for all restrooms located in public areas. All toilet tissue shall be at least 2-ply. Any product supplied by the contractor must fit the existing Kimberly Clark or any other existing dispensers currently installed at all HCC facilities.

Several campus locations host special events / church services for other than instructional purposes. The contractor shall accommodate and maintain the facilities for these events as well.

## **2.5 Cleaning Activity Specifications**

These specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity. At a minimum all environmental services must be provided and performed to meet the requirements of APPA's Level 2.5 cleaning (Exhibit B).

The cleaning activities are included in Exhibit -C "Cleaning Requirements and Frequency Schedule" and "Schedules A through K1" by College per location.

## **2.6 General Cleaning**

General cleaning includes, but not limited to, pick-up trash, bag and place in designated areas, leaving area neat and free of trash. Do not remove items that do not appear to be trash. Leave items that appear to be placed purposefully (such as desk items, test papers, etc.), and leave or turn in items that appear to be lost, such as coats, books, notebooks, etc.

## **2.7 Hard Surface Floors**

- 2.7.1 Sweep using soft hair brooms sprayed with a non-oily sweeping compound. Sweeping shall leave the surfaces uniformly clean of all dust and surface dirt including corners and places inaccessible to the broom. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping.
- 2.7.2 Dust mop using floor mops treated with a non-oily floor mop dressing. Dust mopping shall leave the surfaces uniformly clean of all dust and surface dirt, including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with a mop shall be loosened sufficiently to permit removal by dust mopping. Use mop size that is compatible with room or corridor size.
- 2.7.3 Damp mop using a clean mop and clean water or neutral detergent. Dust mop floors immediately prior to damp mopping to remove loose dirt and dust. Damp mopping shall leave the floor clean and free from streaks, stains, and film. Scrub heavily soiled areas as needed with mop or other scrubbing equipment and strong cleaning solution to remove all heavy soil, stains, and traffic marks. There shall be no splashes left on but not limited to walls, baseboards, furniture and other adjacent surfaces, and floor shall be left damp, not wet. If strong cleaning solution is used, floor shall be rinsed with clean water.
- 2.7.4 Floors with finish; Burnish floors with an appropriate high speed machine. Floors shall be damp mopped immediately prior to burnishing. Repeat until floor is dry and glossy.
- 2.7.5 Strip and refinish vinyl tile floors by removing all old finish and stubborn soils and stains using a rotary machine, automatic scrubber, or other equipment, and liquid stripping solution. Strip areas in corners, at baseboards and other areas inaccessible to equipment by hand or other methods as necessary. The floor shall be left clean, dry, free of stripping solution and ready for new finish. Apply finish using a new mop or other equipment according to manufacturer instructions, applying at least six (6) coats of finish. Finish shall be applied evenly, and shall cover the entire floor surface. Allow 20 to 30 minutes to dry between coats. Use of an air handler for drying is permitted as long as it is not aimed directly at floor.
- 2.7.6 Terrazzo flooring shall be maintained using a hard rock crystallization treatment. A maintenance process shall be completed on monthly basis and an annual crystallization process shall be done during the Winter Holiday break.
- 2.7.7 Scrub and disinfect floors using a clean mop or other cleaning equipment and germicidal cleaner leaving floor completely clean, disinfected, and free of streaks, stains, mildew, odor and film. Sweep or dust mop prior to scrubbing to remove loose dirt and dust. Also, wipe base with a microfiber cloth and germicidal cleaner.
- 2.7.8 Polished Concrete Floors shall be maintained by using a clean dust/dry mop to remove loose soil. Auto scrub areas 3x/week using a red or white pad and mild detergent.

Dust/dry mop to remove loose soil and grit, then wet mop, using a rayon mop head and figure 8 motion to avoid streaking. Do not use acidic cleaners and avoid any detergents containing hydroxides or sulfates.

## **2.8 Carpeted Floors**

- 2.8.1 Vacuum carpeted floors using a vacuum cleaner that incorporates brushing or beating action. Carpets shall be left clean of all dust, and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet clean of spots and stains. Use appropriate size machine according to size of space.
- 2.8.2 Carpeted floors will be extracted only to remove heavily soiled areas and spots. Shampoo encapsulation will be the method of choice. Corners and areas not accessible to machines shall be cleaned by hand. Furniture shall be moved prior to cleaning and shall be moved back into place after the carpet is cleaned, placing all furniture on moisture barriers if carpet is damp. Care shall be taken when moving desks, large tables, file cabinets, credenzas, shelving units, etc. BONNETING IS NOT ALLOWED.

## **2.9 Walls and Doors**

- 2.9.1 Dust walls, moldings, doorframes, and tops of doors using a microfiber cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt and webs.
- 2.9.2 Spot clean walls using a microfiber cloth and neutral detergent solution to leave walls free of marks, stains and streaks.
- 2.9.3 Scrub and disinfect walls, including incidental hardware and vertical grills and louvers, using a microfiber cloth and germicidal cleaner leaving walls and surfaces completely clean, disinfected, and free of streaks, stains, mildew, odor and film.

## **2.10 Fixtures and Furniture**

Empty trash cans, bag trash daily, and place in the appropriate dumpster.

- 2.10.1 All specified recyclable materials must also be collected a minimum of one (1) time per week or when the container is nearing capacity, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for disposal into an identified recycling container.
- 2.10.2 Replace trash can liners with liners compatible with trash can size.
- 2.10.3 Wash all trash cans as needed using a neutral detergent solution, germicidal cleaner for restroom trashcans, leaving ALL trashcan clean and free of odor.
- 2.10.4 Clean and disinfect water fountains by cleaning metal type fountains using a germicidal cleaner and polishing sides of fountain with a microfiber cloth, leaving the water fountain clean using a germicidal cleaner and dry with microfiber cloth. Metal fountains shall be cleaned and polished with appropriate stainless steel cleaner. If necessary, porcelain type fountains shall be scoured with abrasive cleaner to remove mineral deposits.



- 2.10.5 Dust and clean light fixtures using a microfiber cloth, or water and a neutral detergent if necessary, leaving surfaces clean of all dust, insects, and other foreign matter.
- 2.10.6 Empty and clean cigarette urns. Clean the sand in sand type urns with a sand screen or sieve to remove all butts and ashes, and other debris. Wipe exterior of urn with a damp microfiber cloth to remove butts, ashes, and debris, wiping clean with detergent, and polishing with microfiber cloth.
- 2.10.7 Dust furniture, including shelves, windowsills, computers and all other surfaces, using a microfiber cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs. While dusting do not disturb papers or books located on desks, tables or shelves.
- 2.10.8 Clean furniture by damp wiping vinyl, plastic, or leather furniture, and vacuuming cloth furniture to remove all loose dirt, lint, and dust.
- 2.10.9 Dust blinds using a dampened microfiber cloth. Dust blinds from top to bottom. Reverse blinds and repeat.
- 2.10.10 Clean hardware using a microfiber cloth dampened with a neutral cleaner. Wipe dry and polish metal surfaces.
- 2.10.11 Clean vertical grilles and registers by dusting using finger duster or microfiber cloth treated with a non- oily cleaner, or vacuum to remove all dust, loose dirt, lint and webs. If necessary, clean with a microfiber cloth dampened with a neutral cleaner, wipe dry, and polish metal surfaces.
- 2.10.12 Clean ceiling grilles and registers by dusting using finger duster or microfiber cloth treated with a non- oily cleaner, or vacuum to remove all dust, loose dirt, lint and webs. If necessary, clean with a microfiber cloth dampened with a neutral cleaner, wipe dry, and polish metal surfaces.
- 2.10.13 Clean rug type mats by vacuuming or sweeping to leave mat clean of all loose dirt and soil, rugs shall be shampooed on a quarterly basis.
- 2.10.14 Clean handrails and accessories using a microfiber cloth dampened with disinfectant. Wipe dry and polish metal surfaces.
- 2.10.15 Clean chalkboards/whiteboards using clean water or pre-approved chalkboard/whiteboard cleaner and wipe dry with a microfiber cloth leaving chalkboard/whiteboard clean and free of marker and chalk residue. Also wipe out chalk/dry erase trays and machine clean erasers to remove all chalk/marker residue. Contractor shall replenish and maintain classroom chalk/dry erase trays stocked at all times. HCC shall supply chalk/markers to the contractors.

## **2.11 Restroom Fixtures and Accessories -Restroom Daily Procedures**

- 2.11.1 Put on gloves (new pair each restroom)
- 2.11.2 Place 2 "Wet Floor" signs at entry to restroom
- 2.11.3 Insert door stop under door
- 2.11.4 Pick up visible debris with lobby pan and broom, use dust mop for excess debris, empty trash bins

- 2.11.5 Flush toilets and open toilet paper and seat cover dispensers
- 2.11.6 Dispense disinfectant inside toilet bowls and urinals
- 2.11.7 Spray disinfectant on the exterior surfaces of the toilets, urinals, counters, sinks, dispensers, receptacles and door touch points, Dyson Air blade and baby changing tables
- 2.11.8 Spray disinfectant on the partitions and walls next to the urinals
- 2.11.9 Spray the touch areas of the partition doors inside and out
- 2.11.10 Restock paper towels, toilet paper and seat covers
- 2.11.11 Empty sanitary napkin receptacles and remove and restock liner
- 2.11.12 Spot clean mirror with blue microfiber cloth
- 2.11.13 Wipe clean chrome faucet, counter and sink with blue microfiber cloth used to clean mirror
- 2.11.14 Spot clean entry and stall door touch areas, dispensers and receptacles with blue microfiber cloth
- 2.11.15 Scrub inside of toilets and urinals with toilet brush
- 2.11.16 Wipe clean exterior of toilets and urinals with red microfiber cloth using one folded- side per fixture. Flush toilets and urinals after cleaning. Include partitions and wall only next to urinals.
- 2.11.17 Mop floor with microfiber red flat mop. Rinse and wring 3 times
- 2.11.18 Wipe the handles of mop, brush and lobby pan with blue microfiber cloth used for sinks
- 2.11.19 Remove door stop and "Wet Floor" sign, when floor is dry
- 2.11.20 Remove gloves

## **2.12 Restroom Detail Cleaning**

- 2.12.1 Dust lights and vents w/extension duster (Do this before picking up floor debris)
- 2.12.2 Clean & disinfect partitions and doors, including door jamb, top to bottom w/folded blue microfiber cloth
- 2.12.3 Clean and disinfect all walls top to bottom w/folded blue microfiber cloth
- 2.12.4 Clean interior paper towel dispenser w/folded blue microfiber cloth
- 2.12.5 Clean mirror top to bottom w/folded blue microfiber cloth
- 2.12.6 Clean and irrigate floor drains, with clean water
- 2.12.7 Clean and disinfect elbow covers w/folded blue microfiber cloth
- 2.12.8 Clean under side of toilets and urinals w/red microfiber cloth wrapped around a bowel brush
- 2.12.9 Scrub the inside of sink with green pad and cream cleanser
- 2.12.10 Replace toilet supplies as necessary to keep supplies from running out; including toilet paper, toilet seat covers, paper towels, urinal cakes/screens and soap. Supplies shall be of the brand and quality, specified in this proposal and must be compatible with existing dispensers and accessories.

## **2.13 Glass**

- 2.13.1 Clean door glass, both sides, and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions.

- 2.13.2 Clean entrance door and/or hallway door glass and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign materials shall be cleaned from sashes, sills, jambs, and mullions.
- 2.13.3 Clean interior windows and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions.

## **2.14 Exterior Area**

- 2.14.1 Remove dirt etc. when necessary, using tools, appropriate chemicals and pressure washing as needed to keep building entrance areas and sidewalks clean.
- 2.14.2 Clean building and entrance area to 10' outside of entrance door by sweeping concrete surfaces, pick up and remove trash, leaves, grass and other litter. Pressure -wash all patios, outside lounge areas, patio furniture and umbrellas, walkways and drives within 10' outside of entrance doors once each month. Cleaning shall incorporate designated patio areas or walkway to a patio area which extend beyond 10' outside of entrance door.
- 2.14.3 Clean all aluminum / painted surfaces at all entrance areas to remove all foreign material.
- 2.14.4 Clean exterior of glass entrance area and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions. Area includes all glass adjacent to the entrance doors.
- 2.14.5 Ash containers outside of buildings will be cleaned by the contractor at least once in the morning and once in the afternoon daily, as well as the walk areas where cigarette butts may be scattered.
- 2.14.6 Policing exterior surface parking lots and parking garages five (5) days per week (Mon-Fri) not to exceed an hour a day. This service shall include adjacent landscape areas at the perimeter of the lot, but is not limited to, emptying trash receptacles around the lots and pick up trash such as paper, bottles, cans, newspaper, cigarette butts and other debris and dispose of it accordingly. Include stairwells, doorways and elevators.

## **2.15 DAY PORTER DAILY CLEANING TASKS**

The following duties are a minimum standard for all campuses. Each individual campus may vary slightly due to usage and night-time accessibility.

TO INCLUDE BUT NOT LIMITED TO ENTRANCES, LOBBIES, CORRIDORS, VENDING, LOUNGES, RECREATION AREAS, CLASSROOMS, LIBRARIES AND OTHER COMMON AREAS:

- 2.15.1 The day porter is responsible for cleaning offices or areas that are inaccessible to the nightly cleaning crew due to security and privacy access restrictions;
- 2.15.2 Collect and remove any litter;
- 2.15.3 Remove trash from tables, ledges, and other building and furniture surfaces;
- 2.15.4 Pick up trash or other debris within ten (10) foot perimeter of exterior of building;
- 2.15.5 Empty waste receptacles that are full or nearly full;
- 2.15.6 Empty and clean outside ash receptacles;
- 2.15.7 Remove gum or other sticky items from floors. Spot clean walls, doors, door facings, columns, and other building surfaces to remove handprints, smudges, and other obvious soil or graffiti;
- 2.15.8 Damp wipe soiled surfaces including flat surfaces, counter tops, tables, etc.;
- 2.15.9 Refill paper towels and coffee service items in break rooms (if applicable) as needed;
- 2.15.10 Clean entrance mats with an upright carpet vacuum or a stiff broom and lobby pan. During inclement weather, clean entrance mats with a tank-type vacuum and damp mop entrance areas to remove tracked-in water and soil;

- 2.15.11 During inclement weather, place "wet floor" signs at all entrances;
- 2.15.12 Sweep / Spot mop floors as necessary to remove trash and spills;
- 2.15.13 Spot vacuum carpeted areas where needed;
- 2.15.14 Erase and clean chalkboards and/or dry marker boards using manufacturers suggested cleaner or equivalent;
- 2.15.15 Polish all bright hardware to remove handprints or smears;
- 2.15.16 Return furniture to its original position;
- 2.15.17 Windows and doors shall be secured;
- 2.15.18 Police parking garages, parking lots for trash and debris (remove all trash and debris) once a day or on request.
- 2.15.19 Report damages, and
- 2.15.20 Report maintenance related issues.

**2.16 RESTROOMS:**

Cleaning frequency at a minimum of 6-8 times per a day; at approximately every 2 hours Restrooms located at the System Administration must be checked hourly during regular business hours. During special functions held in the auditorium, located on the second floor, restrooms to be checked every 30 minutes.

- 2.16.1 Collect trash and litter from the floor and other surfaces and place in waste receptacle or waste collection bag on the cart;
  - 2.16.1.1 Empty waste receptacles that are full or nearly full;
  - 2.16.1.2 Refill paper products, hand soap dispensers, sanitary napkins and urinal screens / cakes as necessary;
  - 2.16.1.3 Check all basins and rinse or wipe clean those that are soiled;
  - 2.16.1.4 Check all urinals, flush as needed, and clean those that are soiled;
  - 2.16.1.5 Check unoccupied stalls, flush fixtures as needed, and clean those that are soiled, and clean soiled partitions and stall doors;
  - 2.16.1.6 Clean wet or heavily soiled floor areas with a mop and germicidal detergent solution;
  - 2.16.1.7 Spot clean mirrors, walls and doors;
  - 2.16.1.8 Spot mop floors;
  - 2.16.1.9 Upon completion of cleaning tasks, document time and date on posted cleaning schedule;
  - 2.16.1.10 Report damages; and
  - 2.16.1.11 Report maintenance related issues

**2.17 Required Major Equipment for Routine Work**

The Contractor shall be responsible for maintaining the proper equipment required to complete the stated work objectives contained in this proposal. Contractor must provide sufficient quantities of the equipment for the accomplishment of the work throughout the college.

Equipment specified in RFP should be used for portfolio buildings only. Equipment shall only be removed from site for repairs.

Equipment used to complete the stated work objectives must meet the manufacturer's mechanical and safety specifications. (See Schedule F Mandated Equipment is listed for each Campus)

Contractor shall provide a list of all major equipment on a separate document attached to the proposal submission.

All equipment shall be owned and maintained by the contractor and required to complete the stated work objectives.

- a) High speed floor machines
- b) Auto Scrubber
- c) Wet/ dry tank vacuums
- d) Upright carpet vacuums and backpacks
- e) Unger Rx Cleaning System
- f) Doodle Scrub
- g) Square Scrub Machine
- h) Sting Ray Window Cleaner
- i) Small pump-up sprayers

## **2.18 Chemicals**

### General Requirements and Specifications:

The Contractor shall furnish all chemicals necessary to perform the work in accordance with the Scope of Work requirements. HCC requires the use of "Green Seal," certified products or other non-hazardous/biodegradable cleaning products in all of its buildings. Any non-complying equipment or supplies shall be changed out immediately at the request of the Director of Maintenance or designee.

Green Cleaning. Eighty percent (80%) of cleaning chemicals used throughout the course of this contract must have a Green Seal (GS) rating;

2.18.1 The Contractor shall use only those brands and types of chemicals meeting the specifications contained herein. Contractors shall submit the list of chemicals by type and brand that they propose to use to the Director of Maintenance or designee with a copy to the safety department. No other chemicals of any brand or type may be used unless the Contractor has obtained written permission to change in accordance with the following procedure. HCC reserves the right to reject any brand or type and order the Contractor to substitute another product acceptable to HCC. The Contractor must have yearly training for all its employees on hazardous chemicals and provide signed documentation by the employee of such training to the Director of Maintenance or designee;

2.18.2 The Contractor shall maintain an onsite copy of OSHA, Process and Procedures that may apply copies of Safety Data Sheet (SDS), or equivalent forms, for all chemicals that will be present at each location and used in the performance of the contract. An additional copy shall be provided to each College Operations Officer or his/her designee; to be kept in campus manager's office.

2.18.3 The SDS shall be posted in all closets where cleaning chemicals are stored. The SDS must be multilingual, to sufficiently accommodate non-English speaking employees, assigned by the Contractor to the building. The hazardous chemical list must be kept updated;

2.18.4 All hazardous materials must be properly labeled;

2.18.5 All chemicals used by the Contractor must have the manufacturer's quality control batch numbers included on the cases or containers;

- 2.18.6 The Contractor shall also maintain on site documentation that satisfies the Texas Hazard Communication Act for chemicals used in performance of the work, at a location designated by the appropriate HCC representative. Contractors shall follow all city, state and federal codes and regulations.
- 2.18.7 Cleaning Supplies and Chemical Lists shall be provided by the contractor on Schedule G2 for each campus and will be reviewed prior to use by the HCC Director of Maintenance and HCC Manager of Environmental Safety. Written requests for future substitutions must be approved by HCC.
- 2.18.8 Prohibited Chemicals to include but not limited to; ammonia, powdered cleanser or any other type of corrosive or damaging chemical agents shall be used in the performance of the work requirements without the written concurrence of the Director of Maintenance or designee and the safety department.

## **2.19 Task Performance Standards (defined but not limited to)**

Specific Elements of Routine Task Housekeeping Performance Standards: The tasks are general in nature and are not intended to eliminate any specific elements of the housekeeping routine. However, the specific elements of the housekeeping routine will be judged against the general task description and standard.

- 2.19.1 General Cleaning: Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by HCC.

Standard: When properly cleaned, an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present a clean, safe, healthful, and pleasant appearance.

Acceptable Quality Level: The level of service which must be maintained, as outlined below, for which the Contractor will not be paid, or for which damages will be assessed and deducted from any invoice currently due, or charged in any other manner allowed under the terms of this contract or by law, rule, or delegation.

If during the course of cleaning and a process or chemical damages the intended surface to be cleaned or any other surface, the Contractor shall be responsible for the replacement of the damaged item or damaged area to its original condition prior to the damage.

- 2.19.2 Sweeping: Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods, as appropriate for the location and situation.

Standard: When properly completed, a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt will be returned to their original location.

- 2.19.3 Wet Mopping: Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed, a wet mopped floor will be free of all dirt, debris, soil, liquids or other foreign material. It will present a uniform appearance free of streaks,

smudges, heel-marks or any other marks that can be reasonably removed through this cleaning method.

All splash marks/spots on walls and furniture/fixtures must be removed upon the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

- 2.19.4 Machine Scrubbing: Machine scrubbing is defined as the use of a mechanized scrubbing/vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed, machine scrubbing will be held to the same quality standard as wet mopping.

- 2.19.5 Auto Scrubbing: Automatic floor scrubbers, also known as auto scrubbers, are a type of floor cleaning machine that are used to scrub a floor clean of light debris, dust, oil, grease or floor marks. Most auto scrubbers cannot reach edges, corners, clean under obstructions such as drinking fountains, and cannot fit into alcoves. Therefore, mopping is needed to clean areas inaccessible to auto scrubber.

Standard: Polished Concrete floors will be auto scrubbed 3x/week. When properly completed, machine scrubbing will be held to the same quality standard as wet mopping.

- 2.19.6 Damp Mopping: Damp mopping is defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed, damp mopping will be held to the same quality standard as wet mopping.

- 2.19.7 Spot Cleaning: Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, walls, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling.

Standard: When properly completed, spot cleaning will completely remove any evidence of the soiling which necessitated the cleaning and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

- 2.19.8 Stripping: Stripping is defined as the complete, as is practicable, removal of the finish/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.

Standard: When properly accomplished, a stripped floor shall be completely free of all dirt, stains, deposits, finish, water and cleaning solution, and shall be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures shall be removed.

- 2.19.9 Sealing: Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer's recommendation, a floor shall present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

- 2.19.10 Finishing/Finishing: Finishing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish.

Standard: When applied according to the manufacturer's recommendations, the finish will present an even, high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and finishing have been completed all items moved shall be returned to their original positions.

- 2.19.11 Spray Buffing: Spray buffing is defined as the application of a finish and water solution to a floor and buffing with a high-speed buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed, a spray buffed floor shall be held to the same quality as a newly finished/finished floor.

- 2.19.12 Vacuuming: Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and other foreign material from carpeted floors and other items which lend themselves to this method of cleaning (Examples: couches, chairs, walls, curtains/drapes).

Standard: When properly vacuumed, there shall be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process shall be returned to their original positions.

- 2.19.13 Shampooing: Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized methods.

Standard: When properly shampooed, an item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and shall present a clean and uniform appearance. All excess-cleaning agents shall be removed from baseboards, walls, and furniture/fixtures. Any items moved during this process will be returned to their original positions.

- 2.19.14 Dusting: Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted, an item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices that merely displace or redistribute the



matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

- 2.19.15 Glass/Window Cleaning: Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass windows, doors, partitions, or any other items which may consist in whole or part of glass or similar material, including mirrors. The Houston Community College System must approve all chemicals or solutions used to accomplish this task.

Standard: When properly cleaned, glass objects will be free of all dirt, soil, smudges, streaks, smears or any other substances that will interfere with the passage or reflection of light rays as may be applicable to the particular object. All excess spray/solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

- 2.19.16 Trash/Waste Removal: Trash/Waste removal is defined as the collection and disposal of all materials that have been placed into appropriate containers dedicated for disposal. This service also includes the separation of identified recyclable materials and placement into an identified recycling container.

- 2.19.17 Recycling: All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for transportation.

Standard: When properly removed, the waste receptacles will be free of all waste and disposed materials. When any liner is used in a waste receptacle it shall be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner shall be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle, the receptacle will be cleaned and disinfected. Recyclable materials will be kept separated and placed into their appropriate containers.

- 2.19.18 Metal Cleaning/Polishing: Metal cleaning/polishing is defined as the removal of dirt, soil, fingerprints, smudges, streaks, watermarks, scale and other foreign material from metal surfaces and textures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish, the metal surface will present a clean uniform appearance free from all dirt, soil, marks, smudges, streaks, scale, etc.

- 2.19.19 Disinfecting: Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated, through the application of an approved disinfectant by either manual or mechanical methods.

- 2.19.20 Standard: When properly disinfected, surfaces shall be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

- 2.19.21 Woodwork Cleaning/Polishing: Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished, the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material that would detract from a clean and appealing appearance.

- 2.19.22 Dispenser Service: Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, toilet seat covers, soap, air fresheners or any other dispensers which may be identified by HCC.

Standard: When properly serviced, dispensers will have an adequate, at least one (1) day, supply of dispensed product or will be identified as needing a follow-up check to insure that the dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/students/employees to install in the dispensers.

- 2.19.23 White Board Cleaning: White board cleaning shall include the erasure with an approved board erasure or soft cloth of all visible marks. Boards shall be conditioned with an approved product applied on a weekly basis per the board manufacturer's instructions or as needed, due to excessive use of the boards.

Standard: When the boards have been cleaned properly, there shall be no marker residue on the boards nor shall there be any visible marker or shadow of marker left on the boards. When conditioner is applied it shall be applied according the manufacturer's instructions.

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### **3 Special Conditions (To include but not limited to the following)**

#### **3.1 Services and Frequency Schedule**

It shall be the responsibility of the Contractor to be familiar with good housekeeping procedures and practices and to perform the required services accordingly. The Contractor shall be familiar with the requirements of the various areas and shall have examined the premises and understands the conditions under which the Contractor will be obligated to perform. Supervisors shall provide a weekly checklist to ensure items have been completed the cleaning requirements and frequency schedule are outlined in Exhibit -C "Cleaning Requirements and Frequency Schedule".

#### **3.2 Communication**

3.2.1 The campus manager or designee must be able to communicate both in writing and verbally in English with at least one (1) designated employee of the contractor's on-site staff at all times.

3.2.2 There shall be a lead porter / custodian at each campus, on duty at all times (day and night) while the porter/cleaning personnel are on HCC premises. The role of the lead porter / custodian shall be to supervise staff, conduct inspections, develop cleaning project lists for daytime/evening staff, conduct follow-up and cleaning duties.

3.2.3 Designated on-site staff must carry a two-way radio provided by HCC at all times.

#### **3.3 Emergency Contact**

In case of an emergency at a campus location, the Contractor must provide a 24 hour, 7 day a week contact number with response time within one (1) hour after notification and staffing on-site within two (2) hours if required.

#### **3.4 Contractor Representative**

Prior to the start of contract performance, the contractor shall advise HCC, in writing, of the primary and alternate representative (including phone number) who will have management responsibility for the total contract effort to receive and act on and resolve problems of a contractual nature. In addition, the contractor shall have a full-time person, that will office at the HCC Administration building, to serve as a liaison between HCC and the contractor and its subcontractors for the portfolio under this contract. This person will serve as the direct contact for all environmental services related issues that arise at any of the HCC campus facilities.

#### **3.5 Security Access Cards**

3.5.1 Prior to the issuance of a security access card to any contractor's or subcontractor's personnel, a government-issued photo identification card and a completed application for a card must be presented to the HCC Police Department. An acceptable government-issued photo ID card is defined as one of the following: a Texas ID Card, a valid Driver's License or Resident Alien Card. A second form of identification may also be requested. The HCC Police Department personnel will make a photocopy of the document presented and it shall be filed with the access card application. Sharing access cards is strictly forbidden and will result in the contractor being removed from the account when discovered.

3.5.2 The contractor shall immediately notify HCC's environmental services manager and return such identification badges and garage tags for contractor's employees whose

services are no longer needed during the course of the contract or whose employment has been terminated with the contractor.

3.5.3 The contractor will be assessed a \$20.00 fee for any identification badges that are lost or not returned to HCC.

3.5.4 At the termination or expiration date of this contract, the contractor shall return to the HCC Environmental Services Manager all HCC-issued identification badges and any other HCC owned assets.

### **3.6 Keys to Building**

The contractor or its employees, at all times, shall be fully compliant with the key control procedures set forth by HCC. The procedures are as follows:

3.6.1 The Campus Manager on duty has control of the environmental keys. The Campus Manager on duty will issue keys to the contractor's personnel based on the following:

3.6.1.1 Employee must provide proper photographic identification; and

3.6.1.2 Employee shall sign an attendance log upon receipt and return of such keys.

3.6.2 Under no circumstance shall the contractor's employees leave the building without returning the keys to the guard on duty, and shall not leave the keys unattended at any time. In the event that the security guard is not at his/her duty station, the employee(s) shall wait for his or her return or call Dispatch at 713-718-8888 to contact the security guard on duty.

3.6.3 The contractor shall be responsible for any lost keys, card keys and shall be financially liable for their replacements. This shall include all costs associated with the replacement keys, the re-keying of any doors and all cores that require replacement as a result of the loss. HCC will provide the contractor with the actual cost for the replacements and will deduct the applicable amount from the contractor's invoice for payment.

### **3.7 Security**

The Contractor is responsible for training its employees in the security requirements of HCC and is responsible for enforcing the security rules of HCC as they apply to its employees. Contractors includes agents, servants, and employees of a prime or subcontractor. In addition to any other security rules and regulations, the Contractor shall inform its employees of the following:

3.7.1 No guns, knives, or other dangerous weapons are allowed on HCC premises;

3.7.2 Contractors, regardless of whether they are licensed by the State of Texas or any other governmental entity, are not permitted to carry on or about their person handguns or any other firearm while on HCC premises. It is the responsibility of the prime contractor to inform, train, and monitor compliance of their staff and subcontractors at all times they are on HCC property.

3.7.3 No dangerous drugs, or other prohibited substances, including alcohol, are allowed on premises. Contractor will not allow employees to work while under the influence of

prohibited substances;

- 3.7.4 The Contractor will be furnished keys to the facilities and shall be held responsible for their use or misuse. All keys shall remain the property of HCC and shall not be duplicated by the Contractor or its employees. All keys and parking tags shall be returned to the Director of Maintenance upon request. The Contractor will be liable for the cost of any keys not returned, for replacement keys, and for the cost of any re-keying of locks necessitated by loss of keys.
- 3.7.5 Keys shall not be left in doors or on service carts at any time;
- 3.7.6 No master keys may be taken from the building. A supervisor may remove those keys necessary to gain access to the building(s) and the key cabinet; and
- 3.7.7 All exterior doors must remain as they are found when entering the building by the Contractor's employees.

**3.8 Contractor's Employees (Shall comply with all city, state and federal laws as they apply)**

- 3.8.1 Immigration Reform and Control Act of 1986 - By submitting a statement of qualification, the Contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 3.8.2 The contractor shall screen all employees and is required to conduct a pre-employment criminal background check on all employees **prior** to their assignment to this contract. Any falsification of application information or credentials or failure to make full disclosure of criminal history shall be grounds to remove and bar the contractor's employee from any and all HCC's facilities;
- 3.8.3 The contractor must submit the name, address, and social security number, date of birth and driver's license number of all employees that will be assigned to work at an HCC facility. This information, along with the results of a criminal background check, shall be submitted to the HCC Coordinator Facilities and Custodial Services prior to assigning any employee to this contract;
- 3.8.4 The contractor must immediately notify, in writing, the HCC Manager Coordinator Facilities and Custodial Services and the Campus Manager the name(s) of any employees that will no longer be assigned to work at an HCC facility and provide the information listed in Item (b) above for the replacement employee;
- 3.8.5 All contractors' employees while on duty at any HCC facility shall wear, in plain view, name tag or company identification, indicating their affiliation with the contracting firm.
- 3.8.6 All Contractor employees shall be uniformed properly and shall be neat and clean in their appearance, and shall be easily recognized as a Contractor employee. All employee uniforms shall be of the same design and color. The Supervisor's uniform shall be of the same design but may be of a different color to distinguish him/her from the custodial staff. All uniforms must include a name tag or other markings with the name of the Contractor attached thereto. Uniforms shall be worn at all times while working in HCC facility. Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave HCC property. Should this occur,

HCC will not compensate the Contractor or Contractor's employee for lost time.

- 3.8.7 All employees shall be neatly attired at all times, and in a manner that will reflect credit both upon the contractor and HCC;
- 3.8.8 Persons employed by the contractor to perform services under this contract shall be legally authorized to work in the United States;
- 3.8.9 When working in HCC facilities, the contractor shall prohibit their employees from disturbing papers on desks, opening desk drawers or using any office equipment including but not limited to telephones, computers, fax machines, copiers, etc.;
- 3.8.10 Use of any HCC or tenant's computer, telephone, fax, television, etc. equipment is prohibited;
- 3.8.11 All HCC facilities are non-smoking buildings. Contractor employees are prohibited from smoking in all non- designated areas;
- 3.8.12 Sleeping on the job is prohibited;
- 3.8.13 Theft or aiding in the theft of any HCC or tenant's property by the contractor's employees is prohibited. The contractor shall be financially liable for all thefts by its employees;
- 3.8.14 Contractors employees shall report any damages caused by employee to supervisor, supervisor shall report to Coordinator Facilities and Custodial Services or designee.
- 3.8.15 Contract employees shall report maintenance related issues to supervisor, supervisor shall report such issues to Director of Maintenance or designee.
- 3.8.16 The contractor shall require their employees to comply with the instructions pertaining to conduct and other regulations called to the attention of the contractor by the environmental services manager or designee;
- 3.8.17 At the request of the environmental services manager or campus manager, the contractor shall remove an employee from their work force that is found unacceptable or unsatisfactory by the HCC manager. It shall be the contractor's responsibility to find a suitable replacement for the removed employee;
- 3.8.18 HCC may periodically request additional custodial / porter personnel to perform services not covered by this specification. Normally, but not every request, notification to provide extra services will be given at least twenty-four (24) hours in advance. The cost for the additional personnel will be based on the rate quoted on Attachment No. 2, the Schedule of Items and Prices.

### **3.9 Attendance Log**

- 3.9.1 Each contractor's employee shall sign an attendance log or utilize a time recorder each day/night; sign in at the beginning of the shift and sign out at the end of the shift. The location of the attendance log shall be determined by the campus manager at each facility.
- 3.9.2 At a minimum, the attendance log shall have actual time the employees entered the

property, the actual time the employee left the property, the actual time the employee received and/or returned the keys, the employee's legible signature, and the task to be performed.

- 3.10** The attendance log will be used as a daily record to monitor the contractor's employees actual time recorded for the shift he/she worked. If any contractor's employee's entry on the attendance log that has been intentionally falsified, the person(s) responsible will be requested by HCC to be immediately removed from the contractor's on site work force and not be allowed to work at any HCC facility.

**3.11 Method of Payment**

The Contractor shall submit to HCC Accounts Payable Department a certified itemized invoice for payment for services rendered and accepted by HCC during the previous month. The invoice shall be accompanied with supporting documentation and details, including dates and hours worked. Payment will be made within thirty (30) calendar days after receipt and approval of a proper invoice.

**3.12 Quality Control**

HCC may engage a third-party consultant to conduct walk-through inspections of the facilities at least monthly with HCC. The Contractor shall, at all times, employ and maintain an adequate staff on the HCC premises for consistent and efficient performance of all services as specified in this Contract. HCC shall notify the Contractor of housekeeping tasks that are not being performed in a satisfactory manner, as specified in the Contract. In the event of such notification, the Contractor shall take all necessary steps to correct non-performance or unsatisfactory performance within twenty-four (24) hours

**3.13 Safety**

The Contractor shall submit for approval a plan. for safety training within thirty (30) days of contract award. This program shall include the specific action that will be taken to train employees in:

- 3.13.1 Safe work habits;
  - 3.13.1.1 Safe use of cleaning chemicals;
  - 3.13.1.2 Safe use of cleaning equipment;
  - 3.13.1.3 The use of equipment signs, in particular, wet floor signs, barriers, or other devices, to protect the building occupants or equipment;
  - 3.13.1.4 Recognizing hazardous or other materials that are not allowed for use in this contract;
  - 3.13.1.5 Contractor shall submit Material Safety Data Sheets (MSDS) to the HCC Safety Officer in advance for all materials being used by the Contractor on the premises of HCC; and
  - 3.13.1.6 In addition to the above, the Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

**3.14 Waste Removal**

All trash collected by the Contractor must be removed via designated exit points such as doors that are accessible by access cards.

**3.15 Non-Performance of Services**

- 3.15.1 The employee does not have the required equipment, supplies or materials necessary

to perform the scheduled work;

- 3.15.2 The job assignment is not performed in a satisfactory manner in accordance to specifications;
- 3.15.3 Cleaning is not completed in accordance with the scope of services. Non-Performance may result in a deduction of payment from the vendors invoice(s).
- 3.15.4 It is the Contractor's responsibility to furnish day Custodians as required and requested. The Contractor cannot bill HCC when day Custodians are absent from work and no replacements are available;
- 3.15.5 It shall be the responsibility of the Contractor to insure at least two (2) of their day Custodians are available to work overtime or weekends, when required; and
- 3.15.6 Non-Performance of requirements may result in a deduction of payment from the vendors invoice(s).

**3.16 HCC-furnished Storage Space**

The Contractor shall store its supplies, materials, and equipment in storage areas and custodial closets designated by the Campus Manager or designee. The Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. All cleaning equipment shall be kept clean and in good repair at all times.

**3.17 Reporting Needed Repairs**

The Contractor's employees will be required to actively seek out and report to their on-site supervisor any needed repairs to the building, its furnishing, its fixtures and its mechanical equipment, etc. within the area covered by the resulting Contract. Any item of a critical priority or an emergency nature will be reported upon discovery to HCC representative and/or HCC Dispatch Office.

**3.18 Audit and Review of Contractor Records**

The Contractor shall make available to the duly authorized representative of HCC, all payroll records, invoices for materials, books of account and other relevant records, pertinent to the Contract for the purposes of inspection and audit of such records upon request by HCC.

HCC shall have the option to audit all accounts directly pertaining to the resulting contract for a period of three (3) years after the contract expiration date or as required by applicable State and Federal law. Records shall be made available during regular working hours for this purpose.

**3.19 Supervisory Requirements**

The Contractor shall have a supervisor on-site directly in charge of the work; who shall represent the Contractor and communicate with and coordinate the work with the College Operations Officer or designee. The Contractor's Supervisor shall be approved by the Director of Maintenance or designee and shall not be replaced without prior consent of the same.

**3.20 Labor Activity**

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at a HCC facility, which results in the curtailment or discontinuation of services performed hereunder, HCC shall have the right, during said period, to employ any means legally permissible to have the work performed. This may include the use of the Contractor's equipment.



### **3.21 Minimum Wage Requirements**

Notwithstanding any other provision of the contract, the Contractor covenants and agrees to pay each of their employees engaged in any way in work where under, a wage not less than what is currently known as the "Federal Minimum Wage", and any increase or amendments thereto. Furthermore, the Contractor shall produce proof of compliance with this provision to HCC. HCC shall withhold payments due to the Contractor hereunder until the Contractor has complied with this provision. Prior to any payment being made for work satisfactorily completed and accepted, the Contractor shall submit affidavits with Contractor's billing documents affirming that all employees have been paid not less than the Federal Minimum Wage.

### **3.22 Employee Background Checks**

The Contractor shall have a comprehensive background check performed for its employees and/or its subcontractor's employees performing housekeeping services in any HCC facility, prior to placing the employee at any campus.

3.22.1 The Contractor shall obtain a comprehensive background verification report on information contained in the past seven (7) years that includes, but is not limited to the following:

- i. National Sex Offender Registry Search;
- ii. Felony and Misdemeanor Charges (Federal, State and Local);
- iii. CP National Criminal File PLUS;
- iv. Social Security Number Verification;
- v. Statewide Criminal; and
- vi. Global Sanction Search

3.22.2 Contractor attests and affirms by responding to this solicitation that all Contractor's employees assigned to projects for and within HCC property have completed background checks, those background checks have been verified and reviewed by Contractor as acceptable for work for and within HCC property, and Contractor further accepts all liability for actions of Contractor employees.

3.22.3 HCC reserves the right to request verification of all background and Social Security checks for all contractor and subcontractor employees.

3.22.4 Contractor shall provide a list of all Contractors' staff assigned to each work site on a monthly basis and when any change of staff takes place to Coordinator facilities and custodial services.

### **3.23 Removal of Employees**

The Director of Maintenance or designee may request removal from the HCC premises any employee for cause, including but not limited to, poor or non-performance of work, theft, abusive language and behavior or improper attire. The Contractor shall immediately remove the employee from the premises upon receipt of such request to do so.

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## **Exhibit D**



Exhibit D

# Environmental Services RFP Information Packet

**Completing Schedules  
A through K1**

## RFP Schedules A through K1

### OBJECTIVE:

- ❖ RFP Schedules A – K1 provide a detailed breakdown for each building/facility from each HCC campus to enable Vendor to ascertain production rates, staffing, cleaning supplies, equipment and other related costs for their environmental services bid.
- ❖ **Schedules B – K1 must be completed by Vendor and submitted with their bid.**

### SCHEDULE COMPLETION SEQUENCE

- 1) Schedule A – Is an informational schedule that provides cleanable square footage, room type and floor surface for each building of each HCC campus
- 2) Schedule B – Vendor completes production rates and frequencies necessary to deliver the cleaning program at the overall APPA quality standard of 2.5
- 3) Schedules C – Vendor completes periodic floor care schedule necessary to support general cleaning functions
- 4) Schedule D1 – Summarizes Labor by Campus Building once Vendor completes Schedules B and C.
- 5) Schedule D – Vendor determines Labor Summary by Classification and Overall Staffing Hours for each HCC Campus
- 6) Schedule E - Projected Payroll Tax and Insurance is completed by Vendor for Production and Supervision Staff for each HCC Campus
- 7) Schedule F – Mandated Equipment is listed for each Campus. Vendor completes cost and depreciation and adds other equipment for each campus
- 8) Schedule G1 – Required Minimum of Paper Products and Consumables is listed for each campus. Vendor adds other items and calculates annual cost
- 9) Schedule G2 – Vendor is required to utilize a Microfiber System and list other Cleaning Supplies and Chemicals and calculate annual cost for each campus
- 10) Schedule H – Vendor determines annual cost for Other Direct Expenses, such as Uniforms or Communication Devices for each campus
- 11) Schedule I – Vendor populates total costs from Schedules D through H, then calculates % of Overhead and Profit
- 12) Schedule J1 – Summarizes totals from Schedules A through I for each HCC campus, then Vendor calculates 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Year Cost. Once total costs are compiled, utilize Schedules B and C for each individual building to determine annual price attributed to each campus building in Attachment No. Project No. RFP 19-XX
- 13) Schedule K1 – Vendor refers to III. Staffing from Attachment No. Project No. RFP 19-XX for mandated porter/matron and weekend staffing, then completes K1 for total porter/matron staffing and costs

# Houston Community College

**Example**

Distribution - Areas - Floor Surfaces

*Schedule A*

<b>Spring Branch</b>	<b>Cleanable Square Ft: 105,210</b>	<b>Date: Feb '19</b>
		<b>Preparer: RVC</b>

## Floor Surfaces

Building Areas	#	Amt	Carpet	Vinyl Tile	Ceramic Tile	Terrazzo	Pirelli	Cement	Total By Space
Restrooms	14				3,560				3,560
Toilets		49							
Urinals		13							
Sinks		44							
Labs/Prep				1,490					1,490
Classrooms			30,675	7,670					38,345
Corridors				17,945					17,945
Offices			3,015	12,050					15,065
Eagle Room				1,410					1,410
Computer Labs				3,955					3,955
Study Ares				335					335
Reception				460					460
Records/Video				610					610
Lobby/Entries				2,090					2,090
Library			9,360						9,360
Student Lounge				1,255					1,255
Admissions Welcome				2,340					2,340
Video Conference			560						560
Financial Aid				1,550					1,550
Art Room				585					585
Gallery				595					595
Loading Dock								1,600	1,600
Tutoring				2,100					2,100
<b>Totals By Surface</b>			<b>43,610</b>	<b>56,440</b>	<b>3,560</b>			<b>1,600</b>	<b>105,210</b>

**Cleanable Total: 105,210**

**Building Gross Sq.Ft. 123,605**

<u>NON CLEANABLES</u>		<u>MDF</u>	
Server	570	Storage	4,955
IDF	160	Janitor	160
CHC	530	Comm	180
Covered Patio	2,275		
Outside Patio	9,435		
			<u>18,395</u>

# Houston Community College

**Example**

Labor Distribution  
*Schedule B*

## Spring Branch Campus

Area	Sq. Ft.	Surface	Function	Production Rate	Frequency	<sup>(1)</sup> Daily Hours	
						1st Shift	2nd Shift
Restrooms (14)	3,560	Ceramic Tile	*Deep Clean & Disinfect		1x/Day		
Total Fixtures (106)							
Labs/Prep	1,490	Vinyl Tile	General Cleaning		1x/day		
Classrooms	7,670	Vinyl Tile	General Cleaning		1x/day		
	30,675	Carpet	General Cleaning		1x/day		
Corridors	17,945	Vinyl Tile	General Cleaning		1x/Day		
Offices	12,050	Vinyl Tile	General Cleaning		1X/Week		
	3,015	Carpet	General Cleaning				
Eagle Room	1,410	Vinyl Tile	General Cleaning				
Computer Labs	3,955	Vinyl Tile	General Cleaning				
Study Ares	335	Vinyl Tile	General Cleaning		1x/day		
Reception	460	Vinyl Tile	General Cleaning		1x/day		
Records/Video	610	Vinyl Tile	General Cleaning		1x/day		
Lobby/Entries	2,090	Vinyl Tile	General Cleaning		1x/day		
Library	9,360	Carpet	General Cleaning		2x/Week		
Student Lounge	1,255	Vinyl Tile	Clean & Disinfect		1x/day		
Admissions Welcome	2,340	Vinyl Tile	General Cleaning		1x/day		
Video Conference	560	Carpet	General Cleaning		1x/day		
Financial Aid	1,550	Vinyl Tile	General Cleaning		1X/Week		
Art Room	585	Vinyl Tile	General Cleaning		1x/day		
Gallery	595	Vinyl Tile	General Cleaning		1X/Week		
Loading Dock	1,600	Cement	General Cleaning		1X/Week		
Tutoring	2,100	Vinyl Tile	General Cleaning		1x/day		
<b>Total Daily Hours:</b>						<b>0.00</b>	<b>0.00</b>

Vendor will complete Production Rates and Daily Hours, using required Frequencies. 1st shift cannot start before 6 a.m. and 2nd shift cannot go past 10 p.m.

\*Touch Up & Restock for Day Porters/Matrons  
<sup>(1)</sup>1st shift not before 6a and 2nd shift not after 10p

# Houston Community College

**Example**

Periodic Calculations

*Schedule C*

**Northwest Campus**

Frequency & Function	Sq. Ft.	Surface	Production Rate	Hours/Year
<b>3x/Week</b>			<b>Square Foot/Hour</b>	
Corridors, Plaza & Lobbies - Auto Scrub	54,010	Vinyl Tile, Ceramic Tile, Pol. Cement		
<b>1x/Week</b>				
Corridors, Lobbies, Atrium & Elevators - Burnish	61,865	Vinyl Tile, Polished Stone & Cement		
Welcome Center & Reception - Burnish	8,530	Polished Cement		
<b>1x/Month</b>				
Restrooms - Machine Scrub	15,390	Ceramic Tile		
<b>1x/4 Months</b>				
Scrub & Recoat All Vinyl Tile	167,475	Vinyl Tile		
Scrub & Recoat All Polished Stone & Cement	92,700	Pol. Stone/Cement		
Elevators - Scrub & Recoat				
Shampoo All Carpet (Excluding Offices)	2,100	Carpet		
<b>2x/Year</b>				
Stairwells - Scrub & Recoat				
Stairwells - Scrub				
<b>1x/Year</b>				
Offices - Shampoo Traffic Areas				
<b>1x/2 Years</b>				
Strip & Refinish All Vinyl Tile	167,475	Vinyl Tile		
<b>Total Hours Per Year:</b>				<b>0.00</b>
<b>Total Hours Per Month:</b>				<b>0.00</b>
<b>Total Hours Per Day (21.65 days/month):</b>				<b>0.00</b>

Schedule C covers specialized periodic floor care (not including sweeping and mopping, which is part of General Cleaning) for each HCC campus. Vendor will complete Production Rates and Annual Hours, using required Frequencies and Functions.

# Houston Community College

## Example Labor Summary by Building

### Schedule D2

Northwest Campus Buildings	Cleanable Square Feet	Daily Hours 1st Shift (not before 6a)	Daily Hours 2nd Shift (not after 10p)	Daily Hours Total
Spring Branch	105,210	-	-	-
Spring Branch Science & Tech	11,585	-	-	-
Commons Area/Faculty Offices	5,965	-	-	-
Performing Arts Center	31,500	-	-	-
Katy Campus	86,820	-	-	-
Alief - Bissonnet	38,800	-	-	-
Alief Workforce Building	15,435	-	-	-
Alief Campus - Hayes	182,800	-	-	-
West Houston Institute	92,835	-	-	-
<b>Total Cleanable Sq.ft.</b>	<b>570,950</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>All Shifts</b>
		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>Total Daily Cleaning Hours</b>				-
<b>Total Daily Floor Periodic Hours</b>				-
<b>TOTAL DAILY HOURS</b>				-

Vendor populates by completing provided Schedules B and C in Editable Format for every building of each campus

# Houston Community College

## Labor Summary

**Example**

### Schedule D

<b>Northwest Campus</b>	<b>Direct Staffing</b>
-------------------------	------------------------

Classification	Number	Daily Hours	Total Daily Hours	Hours /Week	Hours/Month	Rate	Total Cost
<b>Non-Working Positions</b>							
<b>Subtotal</b>							

Vendor lists positions, hours and rates

Classification	Number	Daily Hours	Total Daily Hours	Hours /Week	Hours/Month	Rate	Total Cost
<b>Production</b>							
1st Shift							
2nd Shift							
<b>Subtotal</b>							

Vendor fills in hours for each shift. 1st shift cannot start before 6 a.m. and 2nd shift cannot go past 10 p.m.

<b>Grand Total</b>							<b>\$0.00</b>
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# Houston Community College

## Projected Tax & Insurance

**Example**

### Schedule E

<b>All Buildings</b>	<b>Annual Cost</b>
----------------------	--------------------

Description	Production Staff	Supervision
<i>FICA</i>		
<i>State Unemployment Insurance</i>	Vendor must use correct and unchangeable FICA, SUI (Texas) and FUTA rates.	
<i>Federal Unemployment Insurance</i>		
<i>Workers Compensation Insurance</i>		
<i>General Liability Insurance</i>	Vendor completes and adds other items as needed.	
<i>Etc.</i>		
<b>Grand Total</b>		

Note: Actual Line Items Need to be Filled in

# Houston Community College

**Example**

Equipment  
Schedule F

## Northwest Campus

Equipment Type/Make/Model	Unit Cost	Qty.	Total Cost	Years to Depreciate	Annual Depreciated Cost
<i>Unger RX Cleaning System</i>					
<i>Doodle Scrub EBG9</i>					
<i>Square Scrub Machine EBG20</i>					
<i>Unger Sting Ray Window Cleaner</i>					
<b>Total</b>					

Equipment listed is required minimum for each HCC campus. Vendor completes cost and depreciation, and adds other items as needed.

# Houston Community College

## Paper Products and Consumables

### Schedule G1

#### Example Northwest Campus

Buildings/Campus	Item	No. of Cases
Alief Hayes	Coreless Tissue	12
	Roll Towels	12
	Seat Covers	1
	Large Liners	8
	Medium Liners	6
	Handsoap	1
	Finished Liners	2
West Houston	Toilet Tissue	15
		20
		1
		14
		12
		2
		2
Katy Campus	Coreless Tissue	24
	Jumbo Roll	15
	Multifold	35
	Seat Covers	3
	Large Liners	12
	Small Liners	8
	Handsoap	4
Finished Liners	1	
Spring Branch	Coreless Tissue	26
	Roll Towels	24
	Jumbo Roll	24
	Multifold	8
	Seat Covers	4
	Large Liners	12
	Small Liners	6
	Handsoap	8
	Finished Liners	2
<b>Total Items</b>		<b>324</b>
<b>Total Annual Cost</b>		

Paper Products and Consumables listed are the required minimum for each section of buildings on each HCC campus. Vendor adds other items as needed. and calculates annual cost.

# Houston Community College

## Cleaning Supply and Chemical Expense

### Schedule G2

**Example**

**Northwest Campus**

Item	Quantity	Unit Cost	Annual Cost
<i>Microfiber Cloths (list assorted colors)</i>			
<b>Total</b>			

HCC utilizes a Microfiber System for all buildings on each campus. Vendor expands on this system, adds other needed cleaning supplies and chemicals and calculates annual cost.

# Houston Community College

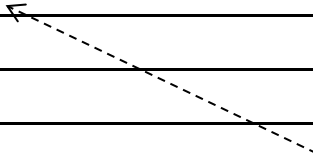
## Other Direct Expenses

### *Schedule H*

**Example**

**Northwest Campus**

Item	Quantity	Unit Cost	Annual Cost
<b><i>Background &amp; Drug Testing</i></b>			
<b><i>Uniforms</i></b>			
<b><i>Employee of the Month</i></b>			
<b><i>Communication Devices</i></b>			
<b><i>Etc.</i></b>			
<b>Total</b>			



Vendor adds more items as needed.

# Houston Community College

## Price Proposal Summary

### Schedule I

**Example**

**Northwest Campus**

Description	Monthly Cost	Annual Cost
Staffing Summary (Sched. D)		
Projected Tax & Insurance (Sched. E)		
Equipment Pricing (Sched. F)		
Paper Products (Sched. G1)	Vendor populates from Schedules D - H, then calculates % of Overhead and Profit	
Cleaning Supply Expense (Sched. G2)		
Other Direct Expense (Sched. H)		
<b>Subtotal</b>		
<b>Overhead</b>		
Profit (At-Risk Monthly) <sup>(1)</sup>		
<b>Balance Profit (Monthly)</b>		
<b>Total</b>		

(1) At-Risk Profit Monthly determined by Quality Audits

# Houston Community College Northwest Campus

**Example**

## Schedule of Productivity and Cost

### Schedule J1

Vendor	Square Footage Sched. A	Cleaning Hours Sched. B	Periodic Hours Sched. C	Total Hours	Productivity Rate	Yearly Labor Sched. D	Taxes & Insur. Sched. E	Equipment Sched. F	Paper Products Sched. G1	Cleaning Supplies Sched. G2	Other Expen. Sched. H	Overhead & Profit Sched. I	1st Year Cost	2nd Year Cost	3rd Year Cost	3 Year Total Cost	
	570,950	0.00	0.00	<b>0.00</b>	#DIV/0!												<b>\$0.00</b>

Vendor populates by completing provided Schedules D - I in Editable Format for every building of each campus

Note: Yearly totals exclude Sales Tax

# Houston Community College Northwest Campus

**Example**

**Porter/Matron Cost**

*Schedule K1*

Buildings	Number of Porters	Number of Matrons	Hours Per Week	Hours Per Year	Rate Per Hour	Labor Cost Yearly	Taxes and Insurance	Supplies Materials Other	Overhead and Profit	1st Year Cost	2nd Year Cost	3rd Year Cost	3 Year Total Cost
Spring Branch													\$0.00
Spring Branch Science & Tech													\$0.00
Commons Area/Faculty Offices													\$0.00
Performing Arts Center													\$0.00
Katy Campus													\$0.00
Alief - Bissonnet													\$0.00
Alief Workforce Building													\$0.00
Alief Campus - Hayes													\$0.00
West Houston Institute													\$0.00
<b>TOTALS</b>													

Vendor refers to section III. Staffing for minimum staffing requirements to complete cost.



**Exhibit A**  
**Cleaning Product Usages**

2018/ 2019 PAPER PRODUCT USAGE													
APPROXIMATE COUNT BASED ON CURRENT USAGE, AMOUNTS VARY DEPENDING ON													
ENROLLMENT, TIME OF YEAR AND IF CLASSES ARE IN SESSION													
(ALL COUNTS PER CASE)													
CAMPUS	COREL ESS TISSUE	TOIL ET TISS UE	ROLL TOWE LS	White Jumb o Bath	JUM BO ROL L	MULTIF OLD	SEAT COVE RS	LG LINE RS	MED LINE RS	KLEENEX SOAP	HAND SOAP	MEGA/GO JO LUXURY	W AX ED LI NE RS
3100/3200 Main	70	4	16	0	0	75	8	50	55	0	12	16	8
Northeast Campus (Codwell)	32	15	38	0	0	22	6	15	15	0	6	0	4
Northline Campus (Fulton)	0	38	0	0	0	40	6	15	15	0	6	0	4
Northline Workforce (fulton)	15	0	2	0	0	0	3	10	12	0	2	0	3
Pinemont	15	0	2	0	0	20	3	6	8	0	2	0	2
Automotiv e (ATTC)	10	0	12	0	2	6	0	8	8	0	1	0	2
North Forest ( 2 bldgs)	8	6	6	0	0	8	3	8	8	0	4	0	3
Spring Branch	40	0	35	0	0	15	8	15	16	9	0	0	5
Katy Campus	30	0	0	0	0	40	6	12	12	0	6	0	3
Alief Center on Bissonnet (2 bldg)	12	0	12	0	0	0	4	8	8	0	3	0	2
Alief Hayes	5	35	3	0	0	45	6	15	15	0	7	0	4
West Houston Institute	14	0	2	0	0	0	3	8	10	0	3	0	3
Missouri City	10	0	2	0	0	0	3	6	6	4	0	0	2
Stafford Workforce	10	0	2	0	0	0	3	6	6	0	2	0	2
Brays Oaks	10	0	2	0	0	0	3	6	6	0	2	0	2
Central Campus (all)	15	0	60	15	45	20	4	37	35	0	9	0	4
3601 Fannin	4	0	0	0	0	7	0	2	2	0	2	0	0

Willie Lee/Workforce (2 bldgs)	0	0	7	0	8	0	0	6	5	0	3	0	0
Coleman/Coleman Tower (2 Bldgs)	0	0	13	0	22	8	3	10	9	0	0	5	4
Southeast (Rustic)	0	0	35	15	28	23	8	24	22	0	6	0	5
Felix Fraga/Stem Bldg.	0	0	15	0	12	0	2	6	4	0	2	0	1
Acres Homes	0	0	3	0	4	3	0	3	3	0	1	0	1
West Loop (all)	16	15	13	0	14	40	4	15	15	0	7	0	3
Gulfton	0	3	7	0	6	0	2	6	5	0	2	0	2
Stafford HUB	0	0	17	0	15	0	2	9	8	0	5	0	2
Scarcella	0	0	17	0	15	0	2	9	8	0	5	0	2
Fine arts	4	0	0	0	0	5	0	2	2	0	1	0	1

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**Exhibit B  
 APPA's Level 2.5 cleaning**

<b>The Five Levels of Clean</b>
<b>Level 1—Orderly Spotlessness *</b>
<input type="checkbox"/> Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
<input type="checkbox"/> All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
<ul style="list-style-type: none"> <li>• Washrooms and shower fixtures and tile gleam and are odor free. Supplies are adequate.</li> <li>• Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.</li> </ul>
<b>Level 2—Ordinary Tidiness *</b>
<input type="checkbox"/> Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be two days' worth of dust, dirt, stains or streaks.
<input type="checkbox"/> All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean.
<ul style="list-style-type: none"> <li>• Washrooms and shower fixtures and tile gleam and are odor free. Supplies are adequate.</li> <li>• Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.</li> </ul>
<b>Level 3—Casual Inattention *</b>
<input type="checkbox"/> Floors are swept or vacuumed clean, but upon close observation there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
<ul style="list-style-type: none"> <li>• There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base moldings.</li> </ul>
<input type="checkbox"/> All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges and fingerprints. Lamps all work and fixtures are clean.
<ul style="list-style-type: none"> <li>• Trash containers and pencil sharpeners hold only daily waste, are clean and odor-free.</li> </ul>
<b>Level 4—Moderate Dinginess **</b>
<input type="checkbox"/> Floors are swept or vacuumed clean, but are dull, dingy and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.
<input type="checkbox"/> All horizontal and vertical surfaces have conspicuous dust, dirt smudges, fingerprints and marks. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out.
<input type="checkbox"/> Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.
<b>Level 5—Unkempt Neglect **</b>
<ul style="list-style-type: none"> <li>• Floors and carpets are dull, dirty, dingy, scuffed and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained and streaked. Gum, stains, dirt, dust balls and trash are broadcast.</li> </ul>
<input type="checkbox"/> All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
<ul style="list-style-type: none"> <li>• Light fixtures are dirty, with dust balls and flies. Many lamps (more than 5 percent) are burned out.</li> </ul>
<input type="checkbox"/> Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

*\* APPA Levels 1, 2, and 3 are to be the standard of service on each building as outlined herein.*

*Contractor must staff to achieve at a minimum the cleaning level 2.5 for each space.*

*\*\* APPA Levels 4 and 5 are considered unacceptable levels of service*

## Exhibit C

### Cleaning Requirements and Frequency Schedule

<b>1. PUBLIC AREAS: Entrances, Lounges, Lobbies, Hallways, Vending &amp; Recreational Areas</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets and Remove Trash	<b>X</b>						
Spot Dust All Horizontal Surfaces	<b>X</b>						
Damp Wipe All Wastebaskets & Replace Plastic Liners As Needed	<b>X</b>						
Complete Dusting - All Areas		<b>X</b>					
Complete Dusting - Exec. Suites, Chancellor & VC offices & Attorney offices at 3100 Main, 12th Floor	<b>X</b>						
Spot Clean: Desks, Counters, Chairs, Floors & Tables	<b>X</b>						
Complete Clean: Desks, Counters, Chairs, Etc.		<b>X</b>					
Clean and Sanitize Microwave Ovens, Coffee Makers, Refrigerators, etc. in Break Rooms and Lounges (inside and outside)	<b>x</b>						
Empty and Clean Refrigerators in Break Rooms (The Last Friday of Every Month)			<b>X</b>				
Clean (inside and outside) Refrigerators in Break Rooms Every Friday		<b>X</b>					
Load Dirty Dishes into Dishwasher and Start Dishwasher	<b>x</b>						
Clean & Disinfect Drinking Fountains and Bottled Water Dispensers	<b>X</b>						
Clean Glass, Mirrors and Spot Clean Windows	<b>x</b>						
Polish Hardware	<b>X</b>						
Clean Telephone Common & Damp Clean Common Instruments	<b>X</b>						
Spot Clean Walls, Wall Switches, Doors, Door Glass, Halls, Passage Ways	<b>X</b>						

Clean Furniture, Vacuum/Polish			X				
Spot Clean Upholstered Furniture	X						
Autoscrub all Polished Concrete Floors		X					
Shampoo Furniture				X			X
Straighten Chairs and Furniture	X						
Thorough Vacuum of Carpets wall-to-wall, edge-to-edge including by door frames		2X					
Spot Clean/ Carpets to Remove Stains, including Walk-off Mats	X						
Hose Down / Wash Exterior Walk-off Mats	X						
Shampoo Carpets				X			
Shampoo Carpets (Tenant Floors 3100 & 3200 Main)				X			
Shampoo Carpets (3100 Main Auditorium & Foyer)			X				X
Sweep and Damp Mop Tile/Slate/Terrazzo/Concrete Floors with Disinfectant Solution	X						
Buff Terrazzo Floors		X					
Buff Tile Floors		X					
Scrub & Sanitize Tile/Slate/Terrazzo Floors, Light Floor finish				X			
Strip & Refloor finish: Tile/Slate Floors, Six Coats				X			
Apply Hardrock Treatment on Terrazzo Floors (Walk-path Areas)			X				
Hardrock Treatment on Terrazzo Floors (complete)						X	
Damp Mop Floor in Gym (10th Floor, 3100 Main)	X						
Set-up / Take-down Furniture as Requested by HCC Designated Representatives							X

Dust Window Blinds		X					
Empty Outside Cigarette Urns & Clean	X						
Outdoor Trash Receptacles Washed Inside and Out		X					
Sweep & Pick-Up Around All Outside Lobby & Building Entrances & Squeegee Water Pooling Areas	X						
Pick Up Litter Around Perimeter of Building	X						
Pick Up Litter in Courtyard and Student Patio Area	X						
Place Any Left Items In "Lost and Found"	X						
Reset Furniture, Windows and Doors Secured and Lights Turned Off	X						
<b>2. WASHROOMS: Block Doorways With Sign "Closed For Cleaning"</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Sanitize: Bowls, Basins, Etc.	X						
Clean and Sanitize All Fixtures (Commodes, Urinals, Lavatories and Hand Dryers) with Disinfecting Solution	X						
Complete Clean/Sanitize: Bowls, Basins, Etc.		X					
Empty Wastebaskets & Remove Trash	X						
Disinfect Waste Receptacles	X						
Damp Wipe Wastebaskets & Replace Plastic Liners As Needed	X						
Polish All Metal & Mirrors	X						
Clean Partitions and Tile Walls With Disinfecting Solution	X						
Clean Shower Walls and Floors With Disinfecting Solution	X						
Scrub & Sanitize Shower Walls and Floors		X					
Complete Clean/Sanitize: Partitions / Walls			X				

Spot Dusting	X						
Complete Dusting (Including Ceiling)		X					
Sweep, Damp Mop & Sanitize Floors	X						
Surface Scrub & Sanitize Floors		X					
Fill & Maintain Dispensers (soap, paper towels, seat covers, hand towels and sanitary napkins)	X						
Autoscrub all Polished Concrete Floors		X					
Clean Mirrors	X						
Vacuum Vents & Gratings On Walls & Ceiling			X				
Post & Fill In Cleaning Schedule	X						
<b>3. CONFERENCE ROOMS &amp; MEETING ROOMS:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets – deposit recyclable materials into appropriate bins. Replace liner as needed	X						
Dusting of All Plants		X					
Disinfect all Wastebaskets	X						
Spot Clean Glass	X						
Vacuum Carpets	X						
Spot Clean Carpet Stains	X						
Dust All Horizontal Surfaces		X					
Dust Ceiling			X				
Spot Clean: Desks, Counters, Chairs, Etc.	X						
Spot Clean: Mirrors, Windows (Interior)	X						

Spot Clean Walls, Doors, Etc.	X						
Clean Furniture, Vacuum & Polish				X			
Spot Clean Upholstered Furniture	X						
Clean Fabric Cubicle Partitions per Mfg. Recommendations (3100 Main – HCC Floors Only)				X			
Shampoo Furniture							X
Shampoo Furniture				X			
Shampoo Carpets				X			
Strip/Floor finish Tile Floors, Six (6) Coats				X			
Dust Window Blinds		X					
Clean Phones		X					
Clean Whiteboards/Dry Marker Board	X						
Condition Dry Marker Boards		X					
Reset Furniture, Windows & Doors Secured and Lights Turned Off	X						
<b>4. COMPUTER ROOM / COMPUTER LAB:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets . Replace liners as needed	X						
Disinfect all Wastebaskets			X				
Spot Clean Glass	X						
Damp Mop Floor		X					
Vacuum Carpets	X						
Spot Clean Carpets to Remove Stains	X						



Buff and Polish Floors				X			
Shampoo Carpets				X			
Clean Chalkboard/Dry Marker Board	X						
Condition Dry Marker Boards		X					
Clean Lab Tables		X					
Dust Window Blinds			X				
Dusting of All Plants			X				
Autoscrub all Polished Concrete Floors		X					
<b>5. CLASSROOMS, LIBRARIES, TIERED LECTURE HALLS, LABORATORIES, AUDITORIUMS &amp; STUDIOS: NOTE: LABORATORIES No Laboratory Tools, Equipment Or Work Projects Are To Be Moved Or Handled by Contractor Personnel</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets and Pencil Sharpeners	X						
Damp Wipe All Wastebaskets & Replace Plastic Liners As Needed	X						
Deposit recyclable materials into appropriate bins		X					
Autoscrub all Polished Concrete Floors		X					
Dust Mop Theater Floors	X						
Damp Mop Theater Floors		X					
Vacuum Carpets	X						
Spot Clean Carpets to Remove Stains	X						
Shampoo Carpets				X			

Shampoo Carpets (3100 Main 2nd Floor Auditorium & Foyer)			X				
Damp Mop Tile / Slate / Terrazzo Floors	X						
Scrub & Refinish Tile Floors, Six (6) Coats				X			
Dust All Furniture, Shelves, Cases, Ledges		X					
Spot Clean Furniture	X						
Shampoo Upholstered Furniture per Mfg. Specs.					X		
Shampoo Upholstered Furniture per Mfg. Specs. (3100 Main Only)					X		
Sanitize Sinks in Labs	X						
Disinfect Classroom Chairs	X						
Disinfect Desks, Counters and Table Tops	X						
Dust Window Blinds			X				
Clean Light Fixtures					X		
Clean Glass	X						
Clean Walls, Doors, and Switchplates		X					
Clean Chalkboards / Dry Marker Boards and Trays	X						
Condition Dry Marker Boards		X					
Reset Furniture, Windows & Doors Secured and Lights Turned Off	X						
<b>6. OFFICES:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets	X						
Dusting of All Plants				X			

Disinfect all Wastebaskets			X				
Spot Clean Glass	X						
Vacuum Carpets		X					
Spot Clean Carpet Stains	X						
Dust All Horizontal Surfaces		X					
Dust Ceiling Vents and Lights			X				
Spot Clean: Desks, Counters, Chairs		X					
Thoroughly Clean Entire Desk, Counter and Chair			X				
Spot Clean: Mirrors, Windows (Interior)		X					
Spot Clean Walls, Doors, Etc.		X					
Clean Furniture, Vacuum & Polish		X					
Spot Clean Upholstered Furniture	X						
Clean Fabric Cubicle Partitions per Mfg. Recommendations (3100 Main – HCC Floors Only)				X			
Shampoo Furniture							X
Shampoo Furniture				X			
Shampoo Carpets				X			
Strip/Floor finish Tile Floors, Six (6) Coats				X			
Dust Window Blinds					X		
Clean Phones		X					
Clean Whiteboards/Dry Marker Board							X

<b>7. PRODUCTION &amp; WORK AREAS: Including Control Booths, Art Studios and Television Production Studios:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets and Pencil Sharpeners. Replace wastebasket liners as needed	X						
Disinfect all Wastebaskets	X						
Deposit recyclable materials into appropriate bins		X					
Sweep Floor	X						
Damp Mop Floor	X						
Strip/Floor finish Tile Floors, Six (6) Coats				X			
Vacuum Carpets	X						
Spot Clean Carpets to Remove Stains	X						
Spot Clean Furniture	X						
Dust All Horizontal Surfaces	X						
Spot Clean Walls, Doors & Door Facings	X						
Damp Wipe Tabletops (Art Studio Only)	X						
Clean Mirrors, Spot Clean Interior Windows		X					
Complete Clean & Reseal Floors				X			
Dust Window Blinds		X					
Autoscrub all Polished Concrete Floors		X					
<b>8. GENERAL:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Dust Ledges & Window Sills		X					
Perform Low Dusting		X					

Perform High Dusting, i.e. Door Sashes & Tops of Partitions		X					
Dust Ledges & Picture Moldings		X					
Dust Picture Frames & Window Blinds		X					
Clean & Polish All Hardware		X					
Clean All Light Fixtures			X				
Damp Clean All Vents (HVAC)			X				
Spot Clean All Interior Glass Panels Located in Halls, Classroom Doors & Entrances	X						
Remove Debris & Trash From Exterior Perimeter	X						
<b>9. STORAGE AREAS:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Empty Wastebaskets. Replace liners as needed		X					
Disinfect all Wastebaskets			X				
Sweep and Damp Mop Floors			X				
Dust Mop Non-Carpeted Floors	X						
Damp Mop Floors To Remove Spills & Soils	X						
Dust All Horizontal Surfaces		X					
Spot Clean All Wall Spots, Doors, Door Facings		X					
Damp Mop All Non-Carpeted Floors		X					
Buff Pad Floors Using a Floor Machine & Spray			X				
Shampoo Carpet						X	
<b>10. ELEVATORS &amp; CHAIR LIFT:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>

Clean Walls, Doors, Door Facings	X						
Clean doors and spot clean walls	X						
Polish All Bright Work	X						
Dust Mop Non-Carpeted Floors	X						
Damp Mop Non-Carpeted Floors	X						
Scrub and refinish Tile Floors, Six (6) Coats				X			
Vacuum All Carpeted Floors	X						
Spot Clean Carpet To Remove Spills & Stains	X						
Wipe Interior Surfaces With Detergent Solution	X						
Clean Elevator Door Track	X						
Clean Ceiling Vents		X					
<b>11. STAIRWELLS &amp; LANDINGS:</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Dust Mop & Sweep	X						
Wet Mop		X					
Dust Ledges & Shelves		X					
Dust Fire Extinguisher Cabinets			X				
Spot Clean Walls	X						
Disinfect Handrails	X						
Floor finish Brick Floors, One Coat As Needed			X				
Strip, Seal/Floor finish Brick Floors, Two (2) Coats						X	
<b>12. PATIO AREAS</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>

Pick up Litter and Trash around perimeter of buildings and exterior patio areas	X						
Wash exterior patio furniture with soap and mop pressure wash exterior patio areas hose down/wash patio areas			X				
Pressure wash exterior patio areas			X				
Clean black granite located in front of 3100 Main Street	X						
Police patio areas to collect trash and debris	X						
Sweep patio areas to remove cigarette butt	X						
Hose down/Wash Patio areas		X					
Clean black granite located in front of 3100 Main - front face and top with soap and water and squeegee			X				
<b>13. PARKING GARAGE AREAS ELEVATOR CAB/EXTERIOR STAIRWELLS AND LANDINGS</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Damp Wipe All Wastebaskets & Replace Plastic Liners as Needed	X						
Strip, Seal/ finish Tile Floors (6 Coats)				X			
Sweep, Damp Mop and Sanitize	X						
Spot Clean Walls, Doors, Door Facings	X						
Dust doors and spot clean walls	X						
Polish All Bright Work	X						
Sweep Stairwells and Landings		X					
Spot Clean Walls at Entrance to Sky Bridge From Garage (3100 Main Only)	X						
Police surface parking lots to collect trash and debris	X						
<b>14. MECHANICAL ROOMS, WAREHOUSE AND VACANT FLOORS</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>

Empty Waste Baskets		X					
Sweep Floors			X				
Sweep Floors (3100 Mechanical Room)		X					
Damp Mop Painted Floors		X					
Vacant or unoccupied areas							X
<b>15. NEO MARKET AND BAKERY</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>SemiAnnual</b>	<b>Annual</b>	<b>On Request</b>
Sweep Floors Thoroughly. Move racks, carts tables and chairs; sweep under stoves, equipment and food prep tables and in storage areas.	X						
Sweep and Mop and Sanitize Floors in Kitchen Areas	X						
Sweep and Mop Tile Floors in Dining and public area	X						
Empty and Clean Floor Drains and Grates (DO NOT Pour Liquids Down Drain	X						
Spot Clean Walls, Doors, Door Frames, Etc.	X						
Damp Wipe Tops of Coolers, Racks and Light Fixtures			X				
Damp Wipe Top of Refrigerators	X						
Clean and Disinfect Vent Hoods Over Stoves, walls behind stoves and cooking equipment. Also clean and degrease wall behind grill and floor areas around grill.		X					
Clean and Dust Window Blinds and Window Sills	X						
Clean Handprints and Smudges From Windows and Doors	X						
Scrub and sanitize kitchen floor		X					
Scrub and Sanitize Tile Floors in Dining and Public Areas			X				
Polish all Metal Trim	X						



Wash all mini-blinds in the kitchen area from floor to eight (8) feet above floor			X				
Detail scrub and degrease floor surfaces in kitchen and grill area			X				
<b>Periodic Cleaning Required</b>	<b>Required 4 times per year</b> (Sept., Winter Break, Spring Break & end of Spring semester (June))						
Detail clean, degrease and sanitize all floors, all equipment exteriors, all food preparation surfaces and walls, which includes moving and resetting all moveable equipment.				X			

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## Section 2 – Price Proposal

**1. Instructions**

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

**2. Total Cost**

Provide a Total Cost (to include all travel and living expenses) for the proposed solution. The Total proposed cost will be a firm fixed cost for the life of the contract. Refer to Appendix No. 1 Items and Prices for Environmental Services.

**3. Price Evaluation**

Price points shall be calculated based on the following formula:

$\text{Lowest Total Proposed Cost} / \text{Proposer's Total Proposed Cost} \times \text{Available Price Points} = \text{Price Score.}$

**4. Price Proposal Signature**

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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## Section 3 – Proposal Evaluations

### 1. Evaluation Criteria

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

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm's Qualification and Experience (Section 4.4.c - Tab 1) and Demonstrated Qualifications of Personnel and Team (Section 4.4.d - Tab 2)	<b>10</b>
Proposed Approach and Methodology (Section 4.4.e - Tab 3)	<b>20</b>
Past Performance & References (Section 4.4.f - Tab 4)	<b>15</b>
Price Proposal (Section 4.4.g - Tab 5)	<b>40</b>
Small Business Practices (Section 4.4.h - Tab 6)	<b>15</b>
<b>Total Points</b>	<b>100</b>

### 2. Eligibility for Award

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

- a. Responsible proposers, at a minimum, must meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;
  - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College

System; signing and submitting the proposal is so certifying to such non-delinquency;  
and

- vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- d. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 5.17 - Prohibited Communications and Political Contributions.
- e. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

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## **Section 4 – 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 (RFP) 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 HCCs 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 HCCs best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### **2. Preparation and Submittal Instructions**

All Attachments noted are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

### **3. Document Format and Content**

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- c. 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 (CD or flash drive) 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 printed and one (1) electronic copy of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
  - a. Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
  - b. The envelope containing a proposal shall be addressed as follows:
    - i. Name, Address and Telephone Number of Proposer;

- ii. Project Description/Title; Project Number; and Proposal Due Date/Time.
- c. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

**4. Proposer Response**

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

- a. Cover letter  
The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

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

- b. Table of Contents  
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- c. Tab 1: Firm's Qualification and Experience
  - i. Qualifications & Experience of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
    - 1. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
    - 2. Provide firm's overall ability in providing the services required in this solicitation.

- 3. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.
- 4. Provide examples of your firm civic activities including awards and recognitions.
- ii. Provide a detailed list where your firm has provided services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

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

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

d. Tab 2 – Demonstrated Qualifications of Personnel and Team

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

- i. Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized to deliver the services defined in this RFP.
- ii. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this RFP.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFP.
  2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFP.
  3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
  4. Designate the individual, who is authorized to sign and enter into any resulting contract.
  5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.
- e. Tab 3 – Proposed Approach & Methodology  
This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.
- i. Proposer shall respond to all requirements and questions noted in Section 1.
  - ii. Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to HCC. List any required HCC resources or expectations needed in order to meet the proposed timeline.
  - iii. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP.
  - iv. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
  - v. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
- vi. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- vii. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. 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.
- f. Tab 4 - Past Performance and References  
This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide contact information for the list of accounts noted in Tab 1 above, HCC may verify all information furnished.
  - ii. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
  - iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP.
  - iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
  - v. Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed

description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under an engagement.

- vi. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.

g. Tab 5 – Price Proposal

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Price Proposal.

- i. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- ii. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

h. Tab 6 - Small Business Practices

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

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- ii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the solicitation (b) a description of previous engagements where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each engagement; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this solicitation; and (d) indicate what

challenges you anticipate in attaining HCC's goal.

- iii. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

- iv. Provide a reference list of all customers noted in Tab 4 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

i. Tab 7 - Firm's Financial Status

- i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
- ii. 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.

j. Tab 8 – Business Relationship Strength

"Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the contract. Respondent's Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include:

- i. your definition of a mutually successful "relationship" between your firm and HCC; and
- ii. your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of HCC, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the contract.



- iii. Student Internship: HCC is expanding its student internship program. Proposers are encouraged to describe how they envision using HCC students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience. Proposers willing to participate in this educational enrichment opportunity should provide the following information in the proposal response:
  - 1. Number of HCC students proposed to be used as student interns in delivering the scope of services as defined in this RFP.
  - 2. Proposed task and objectives that HCC student interns shall perform under the resulting contract.
  - 3. Proposed number of hours and length of engagement for HCC student interns shall perform under the resulting contract.
  - 4. Proposed work location where HCC student interns shall perform under the resulting contract. If not on site as part of the project team, any proposed work locations must be within Houston, Texas given student class schedules.
  - 5. Proposed mentor/representative that will be responsible in working with and leading HCC student interns under the resulting contract.
- k. Tab 9 – Required Attachments

This section shall include all Attachments noted in Section 6; all forms shall be completed, signed and submitted with Proposal. Attachments 1, 5 and 7 must be signed and notarized.

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## Section 5 – General Information

### **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.**

#### **1. General Information**

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

*HCC Mission* - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

*HCC Vision* - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

#### **2. Overview**

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

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

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

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

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

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

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

Any exceptions taken to the terms of the RFP must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

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

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted

all terms and conditions to which no exceptions have been taken.

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

**3. Award / Contract Approval**

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

**4. Pre-Proposal Meeting**

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to HCC; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

If applicable, the Pre-Proposal Meeting date and time is noted in the Solicitation Schedule (see Page 2)

**5. HCC Contact**

Any questions or concerns regarding this Request for Qualification shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposer restrict all contact and questions regarding this RFP to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

**6. 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 addenda will be posted on the HCC Website [www.hccs.edu](http://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 required to consider and acknowledge receipt of such in their proposal.

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

**7. Commitment**

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated

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

**8. Acquisition from Other Sources**

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire 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.

**9. 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.

**10. Obligation and Waivers**

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

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

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

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

**11. Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered.

A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

**12. Postponement of Proposals Due Date/Time:**

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

**13. 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.

**14. Small Business Development Program (SBDP):**

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

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

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

HCC recognizes certification by the following governmental and private agencies: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews. For more information regarding SBE Certifications go to <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>.

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:

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

Points shall be awarded in accordance with the Proposal Response based on the prime vendor's certifications and/or commitment to small business subcontracting stated in the solicitation document and the published point scale. The points noted below are sample as aligned with the Proposal SBE Subcontracting Commitment table noted above.

A copy of the complete SBDP Procedure may be found on our [Small Business Website](#).

- a. Certified small business prime contractor – automatically eligible for maximum available SBE points. However, HCC reserves the right to deny the points, and look only to the prime contractor's use of subcontractors, if HCC, in evaluating solicitation responses, makes a determination that the prime contractor will not have a legitimate and active role in the performance of the contract;
- b. Certified small business prime contractor that meets the SBE Bonus Points subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE Bonus Points. The noted Bonus Points shall only be available when a certified SBE who is the prime contractor shall also use a certified SBE as a subcontractor. This category of points shall only be available when subcontracting opportunity is identified as noted in the published table;
- c. Non-certified small business prime contractor that meets the SBE subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE points;
- d. Non-small business prime contractor with non-small business subcontractor – no points; and
- e. Non-small business prime contractor self performing work – no points

Proposed SBE Subcontracting Commitment	Available Points	Eligibility
25% & Higher	10	Certified-SBE prime <u>or</u> Non-SBE prime using certified SBE subcontractor
SBE Bonus Points for 25% & Higher Subcontracting	5	Only a certified-SBE prime using certified SBE subcontractor

The ultimate decision to award Contracts will be made by the HCC Board of Trustees based on its determination of best value to HCC or otherwise in accordance with the solicitation's method of procurement.

**15. 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.

**16. Internship Program:**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career & Job Placement at 713-718-6485.

**17. Prohibited Communications and Political Contributions:**

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

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

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

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, proposer, 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 proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

**18. 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.

**19. Taxes:**

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

**20. 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.

**21. 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. HCCs fiscal year begins on September 1 and ends on August 31.

**22. 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. 6, Conflict of Interest Questionnaire Form, and Attachment No. 7, 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. 6 and Attachment No. 7** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

**23. Ethics Conduct:**

Any direct or indirect actions taken to unduly influence competitive purposes, 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 orders and contracts.

**24. No Third Party Rights:**

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

**25. 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.

**26. 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.

**27. Terms and Conditions:**

HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).

Bidders 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. Bidder's silence as to the terms and conditions shall be construed as an Indication of complete acceptance of these conditions as written.

**28. Submission Waiver:**

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

**29. Indemnification:**

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social

security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

**30. Delegation:**

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with

Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

**31. Invoice:**

To facilitate payment, invoices for goods or services delivered in accordance with the resulting contract and purchase order shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

**32. Cooperative Purchasing Agreement:**

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to

allow other governmental entities to participate in this contract, if awarded.

**33. W9 Form**

Bidder shall include a W9 Form with their bid submission. This may be done electronically by clicking on the "Response attachments" tab and clicking on \*New under "Response Attachments". I acknowledge that a copy of my company's W9 Form has been included with this submission.

*Balance of page intentionally left blank.*



**Section 6 – Required Attachments**

**Proposers shall complete all noted Attachments and submit with Proposal, Attachments 1, 5 and 7 must be signed and notarized.**

<b>Attachment Number</b>	<b>Attachment Title</b>
Attachment No. 1	Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

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**ATTACHMENT NO. 1  
CONTRACT AWARD FORM  
HCC PROJECT NO. RFP 19-54**

**PROJECT TITLE: Environmental Services (Janitorial Cleaning Services)**

**PROJECT NO.: RFP 19-54**

**Name of Bidder/Contractor:** \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_  
**(Note: please refer to Section 5.9 Vendor Registration)**

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

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

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

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

**Where did you learn of this RFP (please be specific):** Website  HCC  Other \_\_\_\_\_;  
 SBDP event \_\_\_\_\_;  Newspaper \_\_\_\_\_;  Other \_\_\_\_\_.

In compliance with the requirements of this Request for Proposal for providing \_\_\_\_\_, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical Proposal and Price Form 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 and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the RFP response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this 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 bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid 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: \_\_\_\_\_  
Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. RFP 19-54**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

In making a determination that a good faith effort has been made, HCC requires the Bidder 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 Bidder 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. 3 and No. 4)

\_\_\_\_\_ 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 Bidder to complete this form Section and submit supporting documentation explaining in what ways the Bidder has made a good faith effort to attain the goal. The Bidder will respond by answering "yes" or "no" to the following and provide supporting documentation.

\_\_\_\_\_ (1) Whether the Bidder 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 Bidder divided the work into the reasonable portions in accordance with standard industry practices.

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

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

NOTE: If the Bidder 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 Bidder 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.

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Section 4

CERTIFIED SMALL BUSINESS CLASSIFICATION

Please list the small business certification type for all proposed vendors included in the proposed offer; proposer shall include the prime contractor and sub contractor details as noted below.

See Section 5.14 Small Business Development Program

<b>Vendor Name (Prime and Subcontractor)</b>	<b>Certification Type</b>	<b>Certification Number</b>	<b>Certification Expiration Date</b>

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 3  
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE  
 HCC PROJECT NO. RFP 19-54**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Name of Bidder's Company)

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

<b>DATE CONTACTED</b>	<b>SMALL BUSINESS NAME</b>	<b>TELEPHONE NO.</b>	<b>CONTACT PERSON</b>	<b>MATERIALS OR SERVICES</b>	<b>RESULTS</b>
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 Bidders)

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

**ATTACHMENT NO. 4  
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM  
HCC PROJECT NO. RFP 19-54**

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

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

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

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

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

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

**ATTACHMENT NO. 5  
PROPOSER'S CERTIFICATIONS  
HCC PROJECT NO. RFP 19-54**

**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. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Bidder 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 thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

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

**3. 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 =

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

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

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

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

If an individual

Have you been convicted of a felony?  
YES or NO

If a business entity:  
YES or NO

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

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

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

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

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

**6. PROHIBITED CONTRACTS/PURCHASES:**

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

**7. HOUSE BILL 89 ACKNOWLEDMENT:**

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

- 1. Does not boycott Israel currently, and
- 2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**8. SENATE BILL 252 ACKNOWLEDGE:**

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**9. DIVESTMENT STATUTE LISTS:**

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

**10. CERTIFICATE OF INTERESTED PARTIES FORM**

Beginning January 1, 2016, successful bidders awarded contracts that are valued at \$50,000 or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of



Trustees for approval. For a list of Frequently Asked Questions you can go to:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

The form must be submitted at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_for\\_m1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_for_m1295.htm)

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
  - \*The values of the contract cannot be determined at the time the contract is executed; and
  - \*any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

### **11. CRIMINAL BACKGROUND CHECK**

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

### **12. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

### **13. EQUAL OPPORTUNITY EMPLOYER (EOE)**

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

### **14. NON COLLUSION STATEMENT**

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee

or agent to any other person engaged in this type of business prior to the official opening of this bid.

**15. DELINQUENT FRANCHISE TAXES CERTIFICATION**

As required by §2252.903, Government Code, bidder's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:  
A. The corporation is exempt from payment of franchise

taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

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

**EXHIBIT 1 - TO ATTACHMENT NO. 5  
OWNERSHIP INTEREST DISCLOSURE LIST  
HCC PROJECT NO. RFP 19-54**

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

Name	Title	Company Name

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

Authorized Company Representative: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

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

If **NO** Ownership Interest Discloser has been stated above, check

*Balance of page intentionally left blank.*

**EXHIBIT 2 - TO ATTACHMENT NO. 5  
PROHIBITED CONTRACTS/PURCHASES  
HCC PROJECT NO. RFP 19-54**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO. 6  
CONFLICT OF INTEREST QUESTIONNAIRE  
HCC PROJECT NO. RFP 19-54**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<b>1</b> Name of vendor who has a business relationship with local governmental entity.	Date Received
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b> Name of local government officer about whom the information is being disclosed.	
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
<b>7</b>	
<hr style="width: 50%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity	<hr style="width: 50%; margin: 0 auto;"/> Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.**

**ATTACHMENT NO. 7  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
HCC PROJECT NO. RFP 19-54**

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 one (1) through three (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:

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

**Section 1 - Disclosure of Financial Interest in the Vendor**

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

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

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

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

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 \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 3- Disclosure of Gifts**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**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).

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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).

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This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**Appendix No. 1**

**Items and Prices for Environmental Services.**

Will be provided in a separate document

## Appendix No. 2



### MASTER SERVICES AGREEMENT

**PUT THE NAME OF THE SOLICITATION HERE**

**PUT THE SOLICITATION NUMBER HERE**

This Agreement (the "Agreement") is made and entered into by and between **HOUSTON COMMUNITY COLLEGE**, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the **(PUT THE HCC DEPARTMENT RECEIVING THE SERVICES HERE)** ("DEPARTMENT"), and **PUT THE NAME OF THE CONTRACTOR HERE (AS PROVIDED ON THEIR CONTRACT AWARD FORM)** with its principal place of business at **PUT THE CONTRACTOR'S ADDRESS HERE ("Contractor")**. This AGREEMENT made effective upon final execution date by and between College and Contractor ("Effective Date").

**Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the original HCC solicitation including all amendments and Q & A, 3) the Contractor's proposal response to the HCC solicitation (as amended) and including any clarifications or Best and Final Offer.

College and Contractor hereby agree as follows:

#### 1. **Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A1**, (the "Statement of Work"), attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of College.

#### 2. **Compensation.**

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed the hourly fees as provided within **Exhibit B1 ("Fee")** during the Term. The Fee may otherwise be less than fees in **Exhibit B1** in the event of certain conditions as set forth in this Agreement such as early termination of this Agreement or any other provision of this Contract that affects the Fee. The College agrees to pay Contractor based upon the rates as set forth on **Exhibit B1** for each respective position listed, times the number of hours of service actually performed. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

#### **Invoicing:**

Upon completion of a phase (deliverable, task, item, etc) in a manner acceptance by College, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice.

If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount, College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

**HOUSTON COMMUNITY COLLEGE - PRIMARY INVOICE  
ACCOUNTS PAYABLE DEPARTMENT  
PO BOX 667460  
HOUSTON, TEXAS 77266-7460**

AND VIA EMAIL - AT [ACCOUNTS.PAYABLE@HCCS.EDU](mailto:ACCOUNTS.PAYABLE@HCCS.EDU)

[AND](#)

**PUT THE HCC DEPARTMENT INFORMATION HERE FOR THE – SECONDARY INVOICE**

**3. Term.**

The term of this Agreement shall begin on the date duly executed by both Parties, and shall continue for three (3) years ending **PUT THE END DATE OF THE CONTRACT HERE** ("Term") unless earlier terminated in accordance with the terms of this Agreement. College will have the option to renew this Agreement for two **(2)** additional one **(1) year Terms** upon providing written notice thereof to Contractor. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed three **(3) months** upon the expirations of the initial term and any successive renewal term.

**4. Licenses, Permits, Taxes, Fees, Laws and Regulations.**

- 4.1 Contractor warrants that it will obtain, and maintain in effect, at Contractors' sole cost and expense, all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; applicable College board policies, and relevant College procedures.

**5. Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.
- 5.5 If Contractor owns instruction/presentation material, Contractor warrants that it is the sole owner of the instruction/presentation materials or has obtained permission from the copyright holder to use the instruction/presentation materials and has full power and authority to make this agreement; that the instruction/presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Contractor will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the instruction/presentation materials or any infringement or violation by the instruction/presentation materials of any copyright or property right; and until such claim or suit has been settled or withdrawn, the College may withhold any sums due to Contractor under this Agreement.

6. **Confidentiality and Safeguarding of College Records; Press Releases; Public Information.**

- 6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, "**College Records**"). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from College Records will result in Contractor's exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise previously authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that College Records are safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College's rules, policies, and procedures regarding access to and use of College's computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

- 6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.
- 6.1.2 **Return of College Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all College Records created or received from or on behalf of College will be (1) returned to College, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any College Records, Contractor will provide College with written notice of Contractor's intent to destroy College Records. Within five (5) days after destruction, Contractor will confirm to College in writing the destruction of College Records.
- 6.1.3 **Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the Project or the engagement of Contractor as an independent contractor of College in connection with the Services or the Project, or release any information relative to the Services or the Project for publication, advertisement or any other purpose without the prior written approval of College.
- 6.1.5 **Public Information.** Contractor acknowledges and understand that College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- 6.1.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.
- 6.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

## **7. Independent Contractor.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of College. Contractor will not bind nor attempt to bind College to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance.

## **8. Termination.**

- 8.1 This Agreement may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, College shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Statement of Work, up to the date of termination.

8.2 Performance of this Agreement is contingent upon the availability of appropriated funds from the Texas State Legislature or allocation of funds by the HCC Board of Trustees. College shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted by the Board for the next fiscal year to continue the Agreement or funds are not appropriated by the Legislature. If funds are withdrawn or do not become available, College reserves the right to terminate the Agreement by giving the Contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation, College shall be responsible only for payment for Services performed up to the date of termination. The College fiscal year begins on September 1 and ends on August 31st.

8.3 This Agreement may be terminated by either Party in the event of breach of this Agreement. A breach occurs when either Party fails to perform its obligations under this Agreement or fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Agreement immediately and pursue any remedies available under law for breach of contract.

## **9. Indemnification.**

**CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD COLLEGE AND COLLEGE'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY CONTRACTOR AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.**

## **10. Insurance.**

10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

- 10.1.1 Workers Compensation: Statutory Limits
- 10.1.2 Employer's Liability: \$1,000,000 per accident and employee
- 10.1.3 Commercial General Liability (including contractual liability):  
\$1,000,000 per occurrence
- 10.1.4 Product/Completed Ops: \$2,000,000 aggregate
- 10.1.5 Auto Liability: \$1,000,000 combined single limit
- 10.1.6 All other insurance required by state or federal law

10.2 All policies (except Workers' Compensation) will name College as an Additional Insured. A Waiver of Subrogation in favor of College and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to College prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against College, its agents, employees or representatives.

10.3 Verification of Insurance Coverage will be forwarded to:

Risk Management  
P.O. Box 667517  
Houston, TX 77266-7517

Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation, unemployment insurance and automobile liability insurance. Upon College's request, Contractor will supply evidence of such insurance to College prior to performing services.

## **11. Miscellaneous.**

- 11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 11.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 11.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, to the extent applicable, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement



and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.

- 11.7 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*, to the extent applicable. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 11.8 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 11.9 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.10 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College's Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm](http://www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm), and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College's Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest
- 11.11 Waivers. The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.12 Notice. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to College: **Houston Community College**  
Attn: **Rogelio Angasagasti, Executive Director**  
Address: **3100 Main Street, Houston, TX 77002**

If to Contractor: **PUT CONTRACTOR INFORMATION IN THIS LOCATION**

- 11.13 Immunity. Nothing in this Agreement waives or alters any immunities provided College, its officers, employees, or agents under Texas or federal law.
- 11.14 Third Parties. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- 11.15 Severability. Unless the basis of the bargain among the parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.
- 11.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
- 11.17 Electronic counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
- 11.18 Certifications Regarding Terrorist Organizations and Boycott of Israel. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

- 11.19 Access by Individuals with Disabilities. To the extent applicable, Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to College under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to College, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then College may terminate this Agreement and Contractor will refund to College all amounts College has paid under this Agreement within thirty (30) days after the termination date.
- 11.20 Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at College by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or

student's family; a personal identifier, such as a identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by College as well as any information provided by College's students and third parties to the Contractor.

To the extent applicable, Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by College policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to College within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide College with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to College in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of College with respect to the use and maintenance of Confidential Student Information. If College reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, College, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, College will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to education records for at least five years.

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Student Information received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Contractor will, within one day of discovery, report to College any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by College. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by College.

Contractor will defend and hold College harmless from all claims, liabilities, damages, or judgments involving a third party, including College's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.21 Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.

11.22 Assurances. **To the extent applicable** and for contracts under Title I of WIOA will assure as follows in accordance with 20 CFR 38.25:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) **Section 188 of the Workforce Innovation and Opportunity Act (WIOA)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) **Title VI of the Civil Rights Act of 1964**, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) **Section 504 of the Rehabilitation Act of 1973**, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) **The Age Discrimination Act of 1975**, as amended, which prohibits discrimination on the basis of age; and

(E) **Title IX of the Education Amendments of 1972**, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

11.23 Electronic Counterparts: This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopies, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

11.24 New Certifications: Certifications Regarding Terrorist Organizations and Boycott of Israel Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov’t Code §§ 2252.151-.154) Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and contractor agrees that to College in all respects.

11.25 **HCC'S Right to Audit** At any time during the term of this Contract and for a period of four (4) years thereafter HCC or a duly authorized audit representative of HCC, at its expense and at reasonable times, reserves the Right to Audit Seller's records and books relevant to all services provided under this Contract. In the event such an audit by HCC reveals any errors/overpayments by HCC, Seller shall refund HCC the full amount of such overpayments within thirty (30) days of such audit findings, or HCC, at its option, reserves the right to deduct such overpayments from any amounts HCC is required to pay Seller under the Contract or any Purchase Order.

11.26 **PLACE THE NAME OF THE PRIMARY HCC PERSON UTILIZNG THIS AGREEMENT HERE** and/or his/her designee is the HCC Contract Manager of this AGREEMENT. For HCC contract administration issues, contact Gia Hodges and/or Christopher Burton via HCC.Contracts@HCCS.edu.

College and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**HOUSTON COMMUNITY COLLEGE**

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

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

Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

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

**PUT THE NAME OF THE CONTRACTOR HERE**

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

Name:

Title:

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

Attached:

Exhibit A1 – Statement of Work

Exhibit B1 – Price Proposal

**EXHIBIT A1**  
**Statement of Work**

**PUT YOUR STATEMENT OF WORK FROM YOUR SOLICATION HERE---IF THERE ARE UPDATES/CHANGES BASED ON YOUR Q&A PLEASE INCLUDE HEREIN**

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**EXHIBIT B1**  
**Price Proposal**

**PUT THE CONTRACTORS BEST AND FINAL PRICE PROPOSAL HERE**

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