

HOUSTON COMMUNITY COLLEGE

INVITATION FOR BIDS

Date: December 5, 2011
Project Title: Security Guard Services
Project No.: 12-16

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ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Mara Glover
Title: Buyer
Telephone: (713) 718-2528
Fax: (713) 718-2113
Email: mara.glover@hccs.edu
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1. Project Overview:

Houston Community College ("HCC") is seeking bids from qualified firms to provide Security Guard Services as described in Attachment No. 1, and in accordance with the terms, conditions and requirements set forth in this Invitation For Bids.

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

2. Pre-Bid Meeting:

A non-mandatory pre-bid meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on January 10, 2012 at 1:00 PM (local time).

3. Bid Due Date/Time:

HCC will accept sealed bids in original form to provide the required Security Guard Services until 2:00 PM (local time) on January 27, 2012. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

4. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be for a three (3) year term with the option to renew for two (2) additional one (1) year periods. 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.

5. HCC Contact:

Any questions or concerns regarding this Invitation For Bid shall be directed to the above named HCC individual

HCC specifically requests that Bidders restrict all contact and questions regarding this IFB to the above named individual. The above named individual must receive all questions or concerns no later than December 15, 2011.

6. Inquiries and Interpretations:

Responses to inquiries which directly affect an interpretation or change to this IFB will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the IFB will be notified of the addendum; and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of such in their proposal. Firms receiving this proposal other than directly from HCC are

responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Bidder must acknowledge receipt of all addenda in Attachment No. 2 of this IFB (Bid/Contract Award Form).

7. Obligation and Waivers:

THIS IFB IS A SOLICITATION FORBID AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

This INVITATION FOR BID does not obligate HCC to award a contract or pay any costs incurred by the Bidder in the preparation and submittal of a bid.

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

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

BY SUBMITTING A BID, BIDDER 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 BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; 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.

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD. To register go to:

<https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

8. Attachments:

The Following Attachments are hereby incorporated and made a part of this Invitation For Bid:

Attachment No. 1, Scope of Services
Attachment No. 2, Bid/Contract Award Form
Attachment No. 3, Bidder Questionnaire
Attachment No. 4, Bidder's Certifications
Attachment No. 5, Conflict of Interest Questionnaire (Form CIQ)
Attachment No. 6, Financial Interests and Potential Conflicts of Interests
Attachment No. 7, Determination of Good Faith Effort Form
Attachment No. 8, Small Business Unavailability Certificate
Attachment No. 9, Contractor & Subcontractor Participation Form

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

INSTRUCTIONS TO BIDDERS

1. General Instructions:

- a. Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Bids and any other information submitted by Bidders in response to this Request for Bid shall become the property of HCC.
- c. HCC will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for bid preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit bids at their own risk and expense.
- d. Bids 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 bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the bid will be binding on responding firms. HCC will not be bound to act by any previous communication or bid submitted by the firms other than this IFB.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Bid/Contract Award Form (ref. Attachment No. 2). 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 Bid may result in the rejection of your bid.

2. Preparation and Submittal Instructions:

- a. Respondents must complete, sign and return the attached the Bid/Contract Award Form (ref. Attachment No. 2) and must complete and return the following documents, as required:
 - Bid /Contract Award Form (Attachment No. 2)
 - Bidder Questionnaire (Attachment No. 3)
 - Bidder's Certifications (Attachment No. 4)
 - Conflict of Interest Questionnaire (Attachment No. 5)
 - Financial Interests and Potential Conflicts of Interests (Attachment No. 6)
 - Determination of Good Faith Effort Form (Attachment No. 7)
 - Small Business Unavailability Certificate (Attachment No. 8)
 - Contractor & Subcontractor Participation Form (Attachment No.9)
- b. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.

c. Responses to this RFP must include a response to the bid requirements set forth in Section 4, below.

d. Page Size, Binders, Dividers and Electronic Copy

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

e. Table of Contents

Include with the bid 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 bid 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.

f. Pagination

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

g. Number of Copies

Submit one (1) original and four (4) copies of your Bid including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Bid documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

h. Submission

One (1) original and all required copies of the Bid must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Invitation For Bid, Section 3 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 12-16
Attn: Mara Glover

h.1 The envelope containing a bid shall be addressed as follows:

Name, Address and Telephone Number of Bidder;
Project Description/Title;
Project Number; and
Bid Due Date/Time.

h.2 Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.

h.3 Telephone bids are not acceptable when in response to the Request for Bid.

h.4 Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Request for Bid.

3. Eligibility for Award:

- a. In order for a Bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the Bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive bids 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. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible Bidders, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory record of past performance;
 - Have necessary personnel and management capability to perform any resulting contract;
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the bid is so certifying to such non-delinquency;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Bidder(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible Bidder. Failure to provide any requested additional information may result in the Bidder being declared non-responsive and the bid being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the Bidder or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or Bidder shall not be eligible to be considered for this solicitation if the person or Bidder engaged in or attempted to engage in prohibited communications as described in Section 12 of this solicitation.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

4. Preparation of Bid:

a. Technical Proposal:

Bidder shall submit Technical Proposal responding to all Questions set forth in the Bidder Questionnaire, Section 3.0 attached hereto as Attachment No. 3.

b. Price Proposal:

Bidder shall submit a Price Proposal respondent to all requirements set forth in the Bidder Questionnaire, Section 4.0 attached hereto as Attachment No. 3.

5. Evaluation Criteria:

An Evaluation Committee ("Committee") will review all bids to determine which Bidders 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 Bidder(s) evaluated by the Committee **may** be invited to make an oral presentation of their written bid to the Committee and/or the HCC Board of Trustees. Bids will be evaluated using the following criteria:

<u>Evaluation Criteria</u>	<u>Available Points</u>
• Qualifications and Experience of Firm:	15
• Reputation including past performance at HCC	10
• Project Management and Services	20
• Quality of products and extent they meet HCC needs	15
• Small Business Commitment:	acceptable/unacceptable
• Price Proposal	40

Total Points: 100

6. Contract Award:

Award of a contract, if awarded, will be made to the Bidder who (a) submits a responsive bid; (b) is a responsible Bidder; and (c) offers the best value to HCC, price and other factors considered. A responsive bid and a responsible Bidder are those that meet the requirements of and are as described in Section 3 of this solicitation. HCC may award a contract, based on initial bids received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the Bidder 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 bid documents submitted and consider the bid for award.

7. Postponement of Bids Due Date/Time:

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

8. Oral Presentations:

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

10. Prime Contractor/Contracts for Services:

The prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

11. Internship Program:

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

12. Prohibited Communications:

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

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

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

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

The communications prohibition shall not apply to the following:

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

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

13. Drug Policy:

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

14. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No bid shall include any costs for taxes to be assessed against HCC.

15. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be

of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public

Information Act (Texas Government Code, Chapter 552.001, et seq.) ("the Act") after a contract if any, is awarded. If the Bidder

protected information, the Bidder must identify such materials in the bid 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 Bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such document.

16. Appropriated Funds:

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

17. Conflict of Interest:

If a firm, Bidder, 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 bid 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 /Bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 5, Conflict of Interest Questionnaire Form, and Attachment No. 6, Financial Interest and Potential Conflict of Interests** with the bid 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. 5 and Attachment No. 6 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 shall render your bid non-responsive.

18. Ethics Conduct:

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

19. No Third Party Rights:

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

20. Withdrawal or Modification:

No bid 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 bid may be withdrawn and resubmitted any time prior to the time set for receipt of bids. No bid may be withdrawn after the submittal deadline without approval by HCC which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

21. Validity Period:

Bids 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. Bids, if accepted, shall remain valid for the life of the Agreement.

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts dated October 20, 2011 shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). A copy is available and posted on the HCC website at

[http://www.hccs.edu/hcc/System%20Home/Departments/Procurement Operations/About Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement%20Operations/About%20Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf)

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.

23. Small Business Development Program (SBDP):

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

ATTACHMENT NO. 1

SCOPE OF SERVICES

PROJECT TITLE: Security Guard Services
PROJECT NO.: 12-16

GENERAL:

The Contractor shall furnish all labor, materials, supplies, equipment and any and all other items necessary to perform the Security Guard Services required by this Invitation for Bid (IFB No. 12-16). The Contractor acknowledges and understands that this document provides a general description of the work to be performed and is not intended to be all inclusive. In performing the work Contractor represents that it is familiar with the locations and general conditions that it will be required to operate under and agrees to perform all necessary and required work to deliver Security Guard Services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards.

HCC intends to implement the requested services in phases. Phase 1 will be implemented first and will be located at the 3100 Main Street Administrative Offices, please refer to Section 5 – Secondary Security Assignments for more detailed description of the required duties for this phase.

1. SCOPE

- 1.1. This scope of service specifies the minimum requirements for the Contractor to provide unarmed security guard service with supervision, at HCC's operating facilities for the purpose of protecting patrons, property of patrons, HCC employees and facilities for the Houston Community College.
- 1.2. The term "guard" as used herein shall mean an unarmed security guard.
- 1.3. The Contractor shall furnish all labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform the security guard services in the manner and at the frequencies required in the post orders at no extra cost to HCC.

2. MATERIALS

- 2.1. The Contractor shall furnish, inspect, operate and maintain equipment, materials, and supplies necessary to perform under this Contract.
 - 2.1.1. Uniforms: The Contractor shall furnish each security guard an initial issue of a minimum of two (2) complete uniform sets consisting of at least the following:

- 2.1.1.1. Two (2) pair pants, representing company colors
- 2.1.1.2. Two (2) shirts, representing company colors
- 2.1.1.3. One (1) coat or windbreaker, representing company color. with emblems on both sleeves, a cloth breast badge affixed to the appropriate place for the badge and the word "SECURITY" affixed to the back.
- 2.1.1.4. Rain gear with the word "SECURITY" affixed to the back.
- 2.1.1.5. Name tags and badges

2.1.2. The Contractor's security guard uniform and black shoes (no open toe, slides or sandals) shall be worn at all times by all personnel while performing the required duties. The guard shall wear only security guard clothing while on duty on HCC properties. The uniforms shall be neat and clean in appearance and the wearing of same shall conform to the requirements and standards prescribed by the Texas Commission on Private Security.

3. GENERAL REQUIREMENTS

3.1. In case of an emergency condition requiring immediate attention, the Contractor shall divert guards, as directed by HCC's Project Manager from their regular post to meet the emergency condition at another post. When the guards are longer needed at the alternate post, they shall return to their regular duty post. No additional charge for this activity shall be made by Contractor.

3.2. If a new, but temporary, need for a guard is requested, the Contractor shall furnish the service. HCC's shall pay the minimum cost of four (4) hours for the temporary need even if the service is required for less than four (4) hours. The Contractor shall maintain a trained staff capable of supplying the temporary coverage.

3.2.1. A guard shall be of unquestionable honesty and integrity. This person shall be of clear mind and capable of making sound decisions.

3.2.2. HCC's Project Manager may request at any time the name, date of birth, race, sex, and social security number of guards assigned to any HCC property.

4. SECURITY GUARD RESPONSIBILITIES AND POST ORDERS:

4.1. Security Guard Responsibilities

- 4.1.1. **Safety:** Guards shall perform all necessary services to assure the safety and protection of HCC patrons and their property against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, trespass, and intentional damage.
- 4.1.2. **Inspection Tours:** All guards will be contacted on the hand held radio or by phone by HCC security every hour to communicate that the post is secure.
- 4.1.3. **Hazardous Conditions or Environmental Concerns:** The Contractor shall report any damaged HCC property, hazardous conditions or environmental concerns to HCC's Project Manager. Items to be reported are potentially hazardous conditions and items in need of repair, including inoperative lights, damaged fences and gates, etc.
- 4.1.4. **Unauthorized Access:** The security guard shall be alert to discover any persons attempting to gain unauthorized access to the property and shall notify HCC's Police immediately at (713) 718-8888 and Security by radio.
- 4.1.5. **Law and Order:** The guard shall immediately report to HCC's Police violations of law within the area of their duty assignment. Order is defined as enforcement of regulations at Houston Community College Facilities as described in specific post orders for each duty location as provided by HCC's Project Manager. The security guard shall maintain law and order at all HCC facilities and shall report to HCC's Police and Security any suspicious person(s) or vehicle(s) entering the property.
- 4.1.6. **Post Orders:** The guard shall perform duties as described in the post orders that shall be provided by HCC's Project Manager. The Contractor shall be responsible to replace post orders that are lost or damaged.
- 4.1.7. **Additional Duties:** The security guard shall turn off or report unnecessary lights and and/or close gates as directed by HCC's Project Manager or his designee either orally or in the specific post order provided by the Project Manager.
- 4.1.8. **Traffic Control:** The guard shall serve as required in traffic direction if asked by police. The guard shall monitor parking at HCC Facilities and report any problems needing immediate attention to HCC Police.
- 4.1.9. **Lost and Found:** Guards shall notify the Contractor's dispatch center and of any items found. On the same day the property is reported found, the guard shall

tum found property into the HCC's Starter's Office to be sent to HCC Lost & Found at 3100 Main Street.

- 4.1.10. Injury and Illness: In the event a patron or other person is injured or becomes ill while on HCC Facility Contract guard on site shall call 911 for emergency medical assistance. The guard shall then call HCC Police at 713 718-8888, Security by radio and the Contractor dispatcher. The guard shall also complete a written company report containing names, times, dates, location, how the incident happened and provide it to HCC's Project Manager through the appropriate company channels.
- 4.1.11. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of HCC, summon appropriate assistance such as the local fire department, HCC Police and Security as described in the post orders. The guard shall also complete a written company report outlining the details of the incident and provide it to HCC's Project Manager through appropriate company channels.
- 4.1.12. Civil Disturbances: Perform such other functions, as may be necessary, in the event of situations or occurrences such as civil disturbances or attempts to commit criminal acts adversely affecting the security and/or safety of HCC patrons and their property or HCC employees and their property. The guard shall also notify HCC Police at (713) 718-8888 immediately and Security.
- 4.1.13. Arrest Authority: The guard's power of arrest shall be no greater than that of a private citizen as defined by The Texas Code of Criminal Procedure, Article 14.01(a). A peace officer or any other person, may, without a Warrant; arrest an offender when the offense is committed in his presence or within his view, if the offense is one classed as a felony or as an offense against the public peace.
- 4.1.14. The Contractor shall establish and enforce a company policy and develop a method that prohibits guards from having unreasonably long telephone conversations that negatively impact their duties. The Contractor shall be responsible for paying any and all unauthorized calls incurred by its employees, including any charge for operator intervention in conversations and 900 number calls and calls for information service. If the Contractor's employees damage the telephone or associated wiring in the guard booth, thereby rendering the telephone inoperable, the Contractor shall be responsible for the repair expense.
- 4.1.15. The guards shall not accept keys from patrons or employees for their vehicles regardless of the Circumstances.

4.2. Post Orders General Responsibilities:

4.2.1. Guards shall be responsible for performing the following additional duties:

- 4.2.1.1. Report for duty all the assigned location at the designated time in uniform as outlined in paragraph Guards shall not watch television, study, or read any non-business related material while on duty.
- 4.2.1.2. The guard on post shall be required to document on the Daily Activity Report all unusual activity occurring at the Facility. The Contractor shall deliver any security incident report to HCC's Project Manager or designee within twenty-four (24) hours of incident occurrence.
- 4.2.1.3. Use proper radio procedure and techniques consistent with professional security and police practices. HCC will provide the Contractor with written instructions upon commencement of the Contract.
- 4.2.1.4. Meet and greet facility visitors and contractors and obtain clearance for their entry into the facility by calling the office they are requesting to visit.
- 4.2.1.5. Monitor all employees entering and leaving the facility; and ask all persons who claim to be employees and who want access to the facility to produce their HCC identification badge.
- 4.2.1.6. Control access to the entire facility through custody and issue master keys to those persons approved by HCC's Project Manager or designee; Issue janitorial keys maintaining the sign-in and sign-out logbook requiring correct times and signatures from both the contract janitorial employees and the security guard.
- 4.2.1.7. Guards shall not authorize vehicles to be towed from any of HCC's operating facilities. If a vehicle appears to have been abandoned, stolen, or has remained in the same parking space for more than seventy-two (72) hours, the HCC Police Dispatcher shall be notified.
- 4.2.1.8. Monitor the safety of facility personnel as well as ensure the security and integrity of facilities and equipment.

4.2.1.9. Perform other security functions as requested if the Contractor by HCC Police, HCC's Project Manager or designee in assisting in criminal and non-criminal investigations.

5. SECONDARY SECURITY ASSIGNMENTS:

5.1. This initial phase will include the placement of a security guard at the posts managed by HCC within the 3100 Main Street Administrative Office building.

5.2. Officers will be assigned to post at security reception desks at several locations to include but not limited to 3100 Main Street, Street level lobby and 2nd floor Sky Bridge entry, 4th floor, 11th floor 12th floor. It is anticipated that these post will require the following level of coverage:

5.2.1. 2nd floor Sky Bridge which connects the parking lot to the main building and will serve as the only entry point to the building during after business hours. This post will require coverage 24 hours per day, 365 days per year.

5.2.2. Lobby, 4th, 11th and 12th floors posts will require coverage during business hours, 220 days per year.

5.2.3. A "relief" position will be required to provide coverage to the other positions for scheduled breaks, etc., as necessary .

5.3. At this assignment Security staff will be expected to:

5.3.1. Guest and visitor identification requirements

- Greet visitors
- Examine and scan identification within visitor management system ("raptorware" or equivalent)
- Issue visitor identification credentials
- Announce visitors for staff in the facility
- Provide access if required for visitors onto the floors.

5.3.2. Provide information and directions

5.3.3. Report unusual or disruptive events

5.3.4. Request assistance from HCC police when required

5.3.5. Answer, direct and transfer telephone calls

- 5.3.6. Support fire wardens and emergency responders as needed during emergency events.

6. SUPERVISOR REQUIREMENTS:

- 6.1.1. The Contractor shall provide supervisory personnel to be available to respond if needed 24 hours a day 7 days a week in addition to the guard personnel. No separate or additional charge shall be billed to HCC for supervision under this Contract.
- 6.1.2. The Contractor shall provide appropriate supervision who can physically respond to any post whenever necessary. A work shift is defined as eight (8) hours, but not to exceed twelve (12) hours. No guard shall be scheduled or required to work more than twelve (12) continuous hours of post coverage within a 24-hour period. Only in emergency situations as declared by HCC, will guards be allowed to work more than twelve (12) continuous hours in a 24-hour period.
- 6.1.3. Minimum Post Coverage: To the extent possible, HCC will establish post coverage in increments of at least eight (8) continuous hours. However, HCC reserves the right to establish post coverage of less than eight (8) continuous hour increments. The minimum post coverage will be four (4) continuous hours.
- 6.1.4. Tour of Duty: The Contractor's guard personnel assigned to duty at Operating Facilities shall report for duty five (5) minutes prior to the assigned duty to receive a tour briefing from the security officer being relieved. Briefing time prior to the commencement of actual post coverage is not to be considered post coverage and will not be included in the post hours for which HCC is to be billed. However, this time will be considered hours for which wages are payable to employees. Contractor's personnel at any HCC Facility or property shall not leave their duty post unattended at any time. Appropriate relief must be provided.
- 6.1.5. The Contractor's supervisors, in charge of work under this Contract, must be individuals of the same unquestionable integrity as the guard personnel. Each supervisor must have at least two (2) years of successful protection experience in an administrative and supervisory capacity. These supervisors shall at all reasonable times be available to receive and implement orders or instructions from HCC's Project Manager or designee which affects the operation of the guard staff. The supervisor shall not work HCC posts except for emergency replacement until a substitute guard arrives.

7. CONTRACTOR RESPONSIBILITIES

- 7.1. Service Requirement: The Contractor shall provide, operate, and maintain an unarmed security force to perform all necessary guard functions and other related functions at HCC's facility locations as directed by HCC's Project Manager.
- 7.2. Reports and Records: The Contractor shall prepare required orders, instructions and reports, including reports on accidents and fires. The Contractor shall maintain and make available all records in connection with the duties and responsibilities of the various post assignments.
- 7.3. HCC/Patron Property: The Contractor shall be responsible for any damage or loss to either HCC or patron property caused by their employees through either intent or neglect or accident. The Contractor shall investigate any complaint or comment that the Project Manager brings to his attention by talking with the complainant and witnesses. The Contractor shall then report the results to HCC's Project Manager. The Contractor shall make timely repairs of any damage caused by his employees. In the event a loss occurs to a patron's or HCC's property and the guard was not awake or on the duty post, the Contractor is liable and responsible for the loss.
- 7.4. Employee Attendance and Punctuality: The Contractor shall establish a procedure to determine if each employee is at the assigned location on time and in proper uniform. The Contractor shall have telephone caller identification at his headquarters and require each guard to call in hourly to ensure the guard is at his HCC assigned duty post. HCC's Project Manager or designee may verify employee attendance by conducting random telephone calls and/or physical post checks. Using the post telephone, each security guard shall call the Contractor's dispatcher when signing on and off duty. The Contractor shall make the company dispatch log showing hourly telephone checks and sign-on/sign-off times available to HCC's Project Manager for weekly inspection. If an assigned guard has not reported or called in to work within at least 1 hour of his required reporting time, the Contractor shall notify HCC Security at (713) 718-8888.
- 7.5. Employee Attendance and Punctuality: The Contractor shall establish a procedure to determine if each employee is at the assigned location on time and in proper uniform. The Contractor shall have telephone caller identification at his headquarters and require each guard to call in hourly to ensure the guard is at his HCC assigned duty post. HCC's Project Manager or designee may verify employee attendance by conducting random telephone calls and/or physical post checks. Using the post telephone, each security guard shall call the Contractor's dispatcher when signing on and off duty. The Contractor shall make the company dispatch log showing hourly telephone checks and sign-on/sign-off times available to HCC's Project Manager for weekly inspection. If an assigned guard has not reported or called in to work within

at least 1 hour of his required reporting time, the Contractor shall notify HCC Security at (713) 718-8888.

7.6. Patron Complaints or Comments: HCC's Project Manager will refer all patron complaints regarding guard's duty to Contractor

7.7. The Contractor shall provide a staffed, 24 hour, 365day dispatch and guard monitoring facility at their central office of the company that is accessible to all guards and the HCC Project Manager.

7.8. The Contractor shall provide a detail invoice for payment for man-hours worked monthly at all HCC facilities. The invoices will be submitted to arrive at HCC's Director of Accounting /Controller office no later than the (15) fifteenth day of every month.

8. PERSONNEL QUALIFICATIONS

8.1. General:

8.1.1. The Contractor security guards shall be registered with the Texas Commission on Private Security. The Contractor shall also submit to HCC Project Manager within thirty (30) days after the execution of this contract a copy of the Drug and Alcohol Screen Examination for the Contractor for each guard that will be assigned to perform under this contract. This information shall also be submitted for replacement employees immediately upon their working a HCC duty post. If HCC's Project manager receives an unsuitable report on any security guard or if HCC's Project Manager or designee finds a security guard to be unsuitable or unfit for guard duties, the Contractor shall be advised immediately that such guards(s) cannot continue to work or be assigned to work under this Contract.

8.1.2. The Contractor shall require it is employees to pass drug and alcohol screen examination of a type and kind acceptable to HCC prior to employment on HCC property and on an annual basis thereafter. As a condition to the guard being approved to work on HCC property, the Contractor shall supply appropriate examination records to HCC's Project Manager.

8.1.3. Contract shall provide copies of Guards security commission or registration card within five (5) days from request by HCC's Project Manager. New guards security commission or registration cards will be provided within thirty days form request by HCC's Project Manager.

8.1.4. All Security Guards are required to carry and have clearly displayed on their person, a photo identification card (commission or registration), issued by the Contractor, at all times when on HCC's property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.

8.2. Health Requirements:

8.2.1. All guards assigned by the Contractor to work under this Contract shall be mentally and physically able to do their assigned work. Each security guard must have had a physical examination within the last six (6) months. Contractor shall furnish to HCC a signed certification statement for each security guard indicating (i) that the guard has received a physical examination by a physician licensed in the State of Texas, and (ii) the date the physical examination was performed. If HCC's Project Manager or designee judges a security guard to be unfit to do their assigned work, that security guard shall be removed from HCC property and not allowed to work under the requirements of this Contract.

8.3. Physical Condition:

8.3.1. Contractor's employees shall be in good general health without physical defects or abnormalities which would interfere with the performance of duties; possess binocular vision correctable to 20/30 (Snellen); be free of color blindness; and be capable of hearing ordinary conversation at fifteen feet with either ear without benefit of hearing aid as determined in the physical examination. The employee shall be capable of performing foot patrol in various weather conditions.

8.3.2. If a guard has a physical or mental condition that negatively impacts performance, the Contractor shall immediately remove the security guard from all HCC assignments.

8.3.3. Guards must maintain a high level of performance, and be able to perform the essential functions of their job to include, but not limited to, walking, running and climbing stairs etc.

8.4. Special Qualifications:

8.4.1. Except as authorized in writing and in advance, every contract guard shall meet the following additional minimum qualifications:

- 8.4.1.1. Be a citizen of the United States or a resident alien of the United States and have appropriate work authorizations as issued by the United States immigration Service, where applicable.
- 8.4.1.2. Be a minimum of 21 years old
- 8.4.1.3. Must be a high-school graduate or equivalent (G.E.D.)
- 8.4.1.4. As demonstrated by on-the-job performance, guards must possess the capability to acquire a good working knowledge of all duty requirements of a guard within the terms of this Contract.
- 8.4.1.5. All guards must possess the capability of operating a computer with basic data input skills, training and equipment will be provided by HCC.
- 8.4.1.6. All guards must possess a valid Texas driver's license or Texas state identification card.

9. CONTRACT ADMINISTRATION

9.1. Performance Inspections:

- 9.1.1. HCC's Project Manager or designee will periodically conduct on-the-job inspections to determine the overall quality of performance, the job knowledge of individual guards, the effectiveness of training, and to observe and evaluate conduct and appearance of guard personnel.
- 9.1.2. If the Contractor fails to provide a guard at an Operating Facility the HCC Project Manager or his designee will maintain the post until a replacement guard arrives. The HCC's Project Manager will deduct the entire cost for the HCC Project Manager or his designee overtime from the next billing period. This is in addition to any deductions made to adjust for the normal hourly charges where the Contractor failed to provide service.
- 9.1.3. The Contractor shall immediately assign a replacement guard when a guard is asleep and removed, absent from the work site, or removed on the request of HCC's Project Manager or designed.
- 9.1.4. If the Contractor fails to provide a guard at an Operating Facility the HCC Project Manager or his designee will maintain the post until a replacement guard arrives. The HCC's Project Manager will deduct the entire cost for the HCC Project Manager or his designee overtime from the next billing period.

This is in addition to any deductions made to adjust for the normal hourly charges where the Contractor failed to provide service.

- 9.1.5. The Contractor shall immediately assign a replacement guard when a guard is asleep and removed, absent from the work site, or removed on the request of HCC's Project Manager or designed.

10. TRAINING

- 10.1 Initial Training: The Contractor shall within thirty (30) days following assignment to duty, certify to HCC's Project Manager as to the satisfactory completion of the following basic training of each employee:

- 10.1.1. General orientation on conduct and attitude toward the job.
- 10.1.2. Functions of the security force specifically the protection of the operating facilities and other assigned locations stated herein.
- 10.1.3. Specific duties of the guards
- 10.1.4. Guard Orders- General and specific, covering post orders
- 10.1.5. Authority of guard
- 10.1.6. Employee and public relations
- 10.1.7. Traffic control
- 10.1.8. Fire safety and first aid
- 10.1.9. Report writing
- 10.1.10. Discipline
- 10.1.11. Guards must undergo a minimum of eight (8) hours of job specific on-site training.
- 10.1.12. Guards must have completed a training program of Evacuation Training in High-Rise Buildings and hotels.

- 10.2 Periodic Training:

The Contractor's guard personnel shall undergo quarterly in-service training to include review of guard duties and responsibilities and post orders to ensure satisfactory performance.

11. ACCEPTANCE

- 11.1. All work shall be subject to the acceptance of HCC's Project Manager or his designee.
- 11.2. HCC will reserve the right to interview all potential guards before they are assigned to a HCC Facility.
- 11.3. Contractor will remove a guard immediately upon request of the HCC's Project Manager or his designee and shall not employ the guard again on any HCC property unless approved by HCC's Project Manager or his designee.

12. SERVICE LOCATIONS

Security Guard services shall be rendered at the following HCC's locations:

COLLEGE	LOCATION
CENTRAL	1300 HOLMAN 1990 AIRPORT
COLEMAN	1900 PRESSLER
NORTHEAST	555 COMMUNITY COLLEGE DRIVE 8001 FULTON
NORTHWEST	1010 W. SAM HOUSTON PKWAY 1550 FOXLAKE DRIVE
SOUTHEAST	6815 RUSTIC
SOUTHWEST	2811 HAYES ROAD 13803 BISSONNET 5407 GULFTON 5855 SIEANNA SPRINGS WAY 10141 CASH ROAD 9910 CASH ROAD 5601 WEST LOOP SOUTH
SYSTEM	3100 MAIN

**ATTACHMENT No. 2
HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS
BID/CONTRACT AWARD FORM**

PROJECT TITLE: Security Guard Services
PROJECT NO.: 12-16

Name of Bidder/Contractor: _____

Federal Employer Identification Number _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Bid Amendment Number(s): _____

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

The undersigned certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating 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: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this the _____ day of _____, 2011.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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



Purchase Order No. _____ (for payment purposes only)

Project No. 12-16



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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 201_.

Signed By: _____

Title: _____

ATTACHMENT NO. 3

Bidder Questionnaire

HCC Project No. : 12-16

1.0 Company Profile:

1.1 Provide details as to the following:

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

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

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

1.3 Firm's Financial Status: Provide evidence of the firm's financial stability including the firm's audited financial statement for the last two (2) years.

2.0 Customer References:

2.1 Your response must include a listing of at least three (3) customers for which you have provided Security Guard Services of the type and kind required by this IFB. Your customer reference list shall include the company name; contact person including telephone # & email address; scope of services, annual sales volume (\$), and the period of time for which work was performed.

2.2 Provide a reference list of all customers for whom you have performed work during the past three (3) years. The List to include company name, contact person, telephone #, and email address (if known).

2.3 Providing a listing of all former customers whose contract with your company within the past three (3) years was terminated prior to the completion of the contract term. The List to include company name, contact person, telephone #, email address (if known), and reason for early termination.

3.0 Technical Proposal:

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

3.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.

3.2 Qualifications and Experience:

(a) Describe your company's specific knowledge, experience and expertise in providing Security Guard Services per the scope and requirements of this IFB.

(b) Provide resumes and qualifying experience for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the HCC account;

(c) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Bidder's employees. If you do perform background checks indicate the type of checks performed and their frequency.

(d) Please indicate if your company performs drug testing for all its employees who may provide services under a contract with HCC; indicate any exceptions. If you do perform drug screening indicate the type of testing performed and their frequency.

(e) Indicate the average number of years your guards who will be servicing the HCC account have been employed by your company.

(f) Please describe what your firm offers in the form of medical insurance to the security guard personnel that will service HCC under the resulting contract.

3.3 Implementation Plan: Provide a detailed *Start-up Implementation Schedule* identifying key tasks, milestones and number of elapsed days commencing date of contract award through installation of guards at HCC locations. Your response should clearly define both your and HCC's responsibilities and resources required during the implementation phase

3.4 Training: Describe your training and development program of both full time and part-time personnel as it relates to customer service, policies and procedures, quality control, security protocols and general business operations.

3.5 Process, Methods and Tools: Visitor management is a key element in the delivery of services to HCC. Please describe any processes, policies & procedures, and software/tools (i.e., "raptorware" visitor management software) you will provide in delivering the services to HCC to ensure efficient and effective visitor management..

3.6 Quality: Please identify the key metrics you intend to use to measure your performance in delivering services 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 you measure and monitor service; ensure contract requirements are being met; and how problems are tracked, escalated (if required) both internally and with the customer.

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

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

3.9 Miscellaneous

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

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

4.0 Price Proposal:

Bidder quotes the below rates to perform Security Guard Services for HCC in accordance with the Scope of Services set forth in Attachment No. 1 and per all terms, conditions and requirements of this IFB.

4.1 Initial Term

Item No.	Description	Unit Price (per Hour)	Extended Price
1	Phase 1 (See Attachment No. 1, Section 5)		
2	Tier 1 – 30,000 hours/annum		
3	Tier 2 – 36,000 hours/annum		
4	Tier 3 – 42,000 hours/annum		

5	Tier 4 – 50,000 hours/annum		
6	Tier 5 – 75,000 hours/annum		
7	Tier 6 – 100,000 hours/annum		

4.2 Price Adjustments (Renewal Term):

Bidder quotes the following maximum rate of adjustment to the Prices set forth in Section 4.1, above for the first and second renewal terms (4th and 5th year). The actual adjustment shall be subject to mutual agreement between HCC and Contractor but in no event exceed the percentage rate quoted below:

Maximum percentage (%) increase per year: _____%

ATTACHMENT No. 4
BIDDER'S CERTIFICATIONS

HCC Project No.: 12-16

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 provision set forth in the RFP. 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 the day the contract documents are signed by all parties.

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

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

3. CERTIFICATION AND DISCLOSURE STATEMENT:

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

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

If a business entity: YES or NO

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

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

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2011.

Notary Public for the State of: _____

ATTACHMENT NO. 5

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007

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

**ATTACHMENT NO. 6
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

HCC Project No.: 12-16

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College System
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Floor
Houston, TX 77002**

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

Ownership interest exceeding 10%	(_____)
Ownership interest exceeding \$15,000 or more of the fair market value of vendor	(_____)
Distributive Income Share from Vendor exceeding 10% of individual's gross income	(_____)
Real property interest with fair market value of at least \$2,500	(_____)
Person related to or married to individual has ownership or real property interest in Vendor	(_____)
No individuals have any of the above financial interests (If none go to Section 4)	(_____)
sole proprietorship ___ stock ___ partnership ___	
other (explain): _____	

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

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

ATTACHMENT NO. 7

DETERMINATION OF GOOD FAITH EFFORT

HCC Project No. : _____

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 6 and No. 7)

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 8
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

HCC Project No.: 12-16

I _____ / _____ of _____
 (name) (title) (company name)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used contacted to solicit Proposals for Materials or Services to be used on this Project # 12-16

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

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

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

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

Signature: _____

**ATTACHMENT NO. 9
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

HCC Project No. : 12-16

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

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

Business Name: _____ Submitted By (Name): _____

Contractor 's Price/Total: \$ _____

Address: _____

Small Business
Subcontractor (s) Price/Total: \$ _____ 39

Telephone/Fax: _____ Date: _____

Non-Small Business Subcontractors
Price/Total: \$ _____

Grand Total: \$ _____

