

**Houston Community College System  
Procurement Operations**



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**PARKING OPERATIONS AND MANAGEMENT SERVICES  
AND FUNDING WORKING CAPITAL**

**PROJECT NO. 07-11**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS - SUMMARY**

**Date:** February 16, 2007

**Project Title:** Parking Operations and Management Services and Funding Working Capital

**Project No.:** 07-11

**ISSUED BY:**

Houston Community College System  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002

**SUBMIT INQUIRES TO:**

Name: Rodney Heath  
Title: Senior Buyer  
Telephone: (713) 718-5005  
Fax: (713) 718-2113  
Email: Rodney.heath@hccs.edu

**Project Overview:**

The Houston Community College System ("HCC") is seeking proposals from firms qualified and interested in funding and providing parking operations and management services for all HCC campuses. The services may include, but is not limited to, the following:

- Performance of a detailed assessment of HCC parking facilities and recommendation of a technology driven parking program.
- Provide initial \$10 million or necessary working capital, as needed, in order to fund the upgrade of current HCC parking operations and management services, construction of additional new parking facilities, associated technology, or other purposes, at the discretion of HCC.
- Provide parking operations and management services for all HCC facilities that will be profitable to HCC and provide revenue to HCC to repay working capital.
- Qualified firm must be willing to agree to contract terms that ensure compliance with IRS regulations regarding qualified management contracts.

This solicitation consists of two (2) scopes of services; (1) Funding Working Capital; and (2) Parking Operations and Management Services. Respondents to this solicitation shall identify one entity ("Managing Entity") to maintain complete responsibility and accountability for all components/scope of services of this solicitation. In addition, said entity shall continue as the primary point of contact throughout the selection, negotiation, contract award, and implementation processes throughout the term of the resulting contract.

**Contract Approval:**

This Procurement 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.

**Pre-Proposal Meeting:**       Mandatory       Not mandatory

A pre-proposal meeting will be held in the Purchasing Department, 3100 Main Street (11<sup>th</sup> Floor, Room #11A07) Houston, Texas 77002 on **February 27, 2007** at **2:00 p.m.** (local time).

**Proposal Due Date/Time:** HCC will accept proposals to provide **Parking Operations and Management Services including Working Capital** until **4:00 p.m.** (local time) on **March 6, 2007**. Proposals will be received in the Purchasing Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:** It is anticipated that the contract term for contract(s) awarded resulting from this solicitation will be (5) five years.

**EEO**

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

**Rights of Refusal:** HCC reserves the right to accept or reject all or any part of any proposal, negotiate changes in the scope of services to be provided, and to waive any technicalities or irregularities in the proposal documents and consider the proposal for award. This solicitation does not in any way obligate HCC to select a particular firm for any of the projects listed in this solicitation. This Request for Proposal does not obligate HCC to award a contract or to pay any costs incurred by a proposer in the preparation or submission of a proposal.

**Pre-Submission Inquiries:** Inquiries concerning this solicitation will be addressed only when submitted in writing. Written inquiries shall be submitted to HCC no later than **March 2, 2007** at **4:00 p.m.** (local time), and shall be addressed to the following address:

Houston Community College System  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002  
Reference Project No. 07-11  
Attn: Rodney Heath, Senior Buyer

**Submittal Due Date:** HCC will receive proposals from firms qualified and interested in entering into a contract to provide Working Capital and Parking Management Services. Firms meeting the qualifications as described in this solicitation

## **INSTRUCTIONS TO PROPOSERS**

### **1. Introduction**

HCC is seeking proposals from firms qualified and interested in funding and providing parking operations and management services for all HCC campuses in accordance with the two (2) Scopes of Services contained in this solicitation (See Attachment No. 2).

### **2. Proposal Submittal Deadline**

Proposer(s) shall submit one (1) original and five (5) copies of the technical proposal and one (1) copy of the price proposal (submit price proposal in a separately sealed envelope) to the address shown below no later than **March 6, 2007 @ 4:00 p.m. (local time)**. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 4 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 7 Insurance Requirements
- Attachment No. 8 Determination of Good Faith Effort
- Attachment No. 9 Small Business Unavailability Certification
- Attachment No. 10 Small Business Development Questionnaire
- Attachment No. 11 Non-Discrimination Statement
- Attachment No. 12 Certification and Disclosure Statement
- Attachment No. 13 State Affidavit
- Attachment No. 14 Business Questionnaire
- Attachment No. 15 Assurance of SB/MWBE Goal
- Attachment No. 16 Vendor Application
- Attachment No. 17 Conflict of Interest Questionnaire

The envelope containing a proposal shall be addressed as follows:

- Name, Address and Telephone Number of Proposer;
- Project Description/Title;
- Project Number; and
- Proposal Due Date/Time.

All proposals shall be submitted to the following address:

Houston Community College System  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 07-11, Parking Operations and  
Management Services and Funding Working Capital  
Attn: Rodney Heath, Senior Buyer

### **3. Eligibility for Award**

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

- c. Responsible proposers as a minimum must:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the 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 the 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; signing and submitting the proposal is so certifying.
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria 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.

4. **Minimum Qualifications for Funding Working Capital**

All respondents to this solicitation shall demonstrate the following minimum qualifications for provision of working capital:

- Funding Capacity – Firm shall demonstrate it has a minimum of \$50 million in funding capacity.
- Financing Structure Flexibility – Firm shall articulate what characteristics demonstrate the flexibility of its financing structure. In addition, financing must have provisions that exhibit flexibility regarding debt prepayment.
- Financing Structure Efficiency – Firm shall articulate what characteristics demonstrate the efficiency of its financing structure.

5. **Document Format And Submission Requirements for Provision of Working Capital**

**Part A - Technical Proposal:**

The technical proposal shall be in the form of a bound 8-1/2 inch by 11 inch report with a table of contents and all pages numbered in sequence. Binding must allow reports to lay flat when open and may be either wire or spiral bound. The format of the report may be either portrait or landscape with binding on the left long or short. The document shall contain at least the following information in the following order:

Tab 1: Cover sheet - Include the project title, project number and the name of the firm submitting the proposal.

Tab 2: Table of contents.

Tab 3 Minimum Qualifications Information - Demonstrate that the firm meets the minimum qualifications as outlined in Paragraph 4 above.

Tab 4: Executive Summary (not to exceed two (2) pages in length) - Include a brief descriptions the firm's expertise and experience in providing working capital and managing parking facilities.

Tab 5: Company Information – Briefly summarize the history the company. Include the date of organization, form of business, i.e. corporation, partnership, individual, etc., and the number of years both the firm and its principals have been in the business of providing services within the scope of this project. Indicate the volume of parking financial transactions that the firm’s principals have executed. Include the firm’s address, contact information and hours of operation of the office that will administer any resulting contract.

Tab 6: Financing Manager/Supervisory Staff – Identify by name and office address the designated contact for this financing, and provide resumes indicating both the firm’s and the individual manager’s experience in parking finance. Note: The financing manager must have ownership affiliation with the firm at the time of qualifications submission in response to this solicitation.

Tab 7: Working Capital Term Sheet – Include a Term Sheet with respect to the funding principal and interest payments for the repayment of the funding working capital to be used, solely at HCC discretion, for the upgrade of parking operations and maintenance and construction of additional parking facilities. The Term Sheet should include options for prepayment of the working capital.

Tab 8: References – List the name, title, address and contact numbers of select references having familiarity with the firm’s financing structure.

## **6. Minimum Qualifications for Parking Operation and Management Services**

All respondents to this solicitation shall demonstrate the following minimum qualifications for parking management services:

- The continuous operation for the past three (3) years of a minimum of two (2) university or college campus operations of at least 2,500 spaces each.
- A minimum of three (3) years experience in the issuance of parking permits, parking citations and parking citation processing for off-street parking facilities.
- A continuous operation for the past three (3) years of a minimum of two (2) multi-level garage operations of more than 1,000 spaces.
- Experience in developing technology for parking operations systems used to operate parking garage systems.

Note: System must be operational within thirty (30) working days after contract award.

## **7. Document Format and Submission Requirements for Parking Management Services**

### **Part B – Proposal for Parking Management Services**

This Part B of the proposal shall be in the same form and format as described in Part A above. This Part B of the proposal document shall contain at least the following information, in the following order:

Tab 1: Cover Sheet – Include the project title (Parking Management Services), project number and the name of the firm submitting the proposal.

Tab 2: Table of contents.

Tab 3: Minimum Qualifications Information – Demonstrate that the firm meets the minimum qualifications as outlined in Paragraph 6 above.

Tab 4: Company Information – Briefly summarize the history of the company. Include date of organization, form of business (corporation, partnership, individual, etc.), and the number of years in the business of providing parking management services as described in the scope of services.

Tab 5: Operating Plan – Provide a detailed plan of operation, including the following:

- The proposed permit system, to include an online interface for students, faculty and staff.
- The proposed payment system for visitors, students, faculty and staff who will not pay through a permit system.
- A plan for the enforcement of the parking system, including appeal procedure.
- Recommended parking rates.
- A management and staffing plan.

The proposal should be sufficiently detailed for HCC to be able to fully evaluate the operation of the proposed system and its impact on each of the HCC campuses.

Note: Responding firms should familiarize themselves with the HCC campuses. For a listing of all existing campus locations, go to HCC website at [www.hccs.edu](http://www.hccs.edu) and click maps, or contact Mark Lambert, Director of Building Operations at 713.718.7589.

Tab 6: Projections of System-wide Operating Revenue & Expenses – Firms shall provide a summary projection of revenue and expenses for the proposed operating system, together with supporting notes that permit a complete understanding of the projections. Firms shall also outline all proposed fees for parking operations and management services.

Tab 7: Company Resources – Provide information with respect to your company’s resources and ability to provide HCC with the expertise necessary to develop and implement a pay parking program. Describe the key elements of the program implementation, together with a communication plan to assist students, faculty and staff in the acceptance of the program.

Tab 8: References – Provide a verifiable reference sheet that indicates similar services as described herein, provided within the last three years, and complete with client information, including references.

Tab 9: Insurance – Provide a brief description of the firm’s parking management services current general liability coverage including limits and deductibles.

Tab 10: Financial Resources – Provide firm’s financial statements, including an income statement and balance sheet for the past two (2) years of operation. Also provide a description of the financial resources available for the provision of capital funding to provide the necessary parking revenue control and other equipment required for the operation of the parking system.

## 5. **Evaluation Criteria**

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



<u>FACTOR</u>	<u>Percentage Weight</u>
• Qualifications & Experience in Parking Management Services and Proposed Operating Plan	35%
• Financial Resources/ Provision of Working Capital	25%
• Projections of Revenue & Expenses	15%
• Small Business/MWBE Participation & Internship Commitment	15%
• Resources and Implementation	10%
Total Weight:	100%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. 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.

7. **Postponement of Proposals Due Date/Time**

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

8. **Oral Presentations**

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

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

The Contractor hereby agrees to attain small business/MWBE participation in the amount of 35% of the total contract amount. Small Business and/or MWBE participation may be satisfied through a joint venture of several entities.

The Contractor agrees to enter into agreements for the Work identified in Amendment No. 4, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business and/or MWBE participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
  - Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.
- a. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses and/or MWBE 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/MWBE. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
    - b. To the extent consistent with industry practices, divide the contract work into reasonable lots.

- c. Give notice to SB/MWBE eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- d. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

11. **Prime Contractor/Major Partner in Joint Venture - Contracts for Services**

The prime contractor or major Partner in Joint Venture 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.

12. **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.

13. **Prohibited Communications**

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

- Between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;
- Between any Trustee and any member of a selection or evaluation committee; and
- Between any Trustee and administrator or employee.

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- The contract is awarded by the Chancellor or his designee; or
- The award recommendations are considered by the Board at a duly-noticed public meeting.

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

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- 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.

- 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.

14. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

15. **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.

16. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at [www.hccs.edu](http://www.hccs.edu). Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

17. **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.) after a contract is awarded.

18. **Appropriated Funds**

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



**ACCEPTANCE AND CONTRACT AWARD FORM**

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

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**Project Title:** Parking Operations and Management Services and Funding Working Capital  
**Project No.:** Project No. 07-11  
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Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at [www.hccs.edu](http://www.hccs.edu), incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community  
College System pursuant to approval by the Board of Trustees  
on \_\_\_\_\_, 2007

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

Name: Michael Kyme  
Title: Executive Director, Procurement Operations

## **ATTACHMENT NO. 2**

### **SCOPE OF SERVICES**

#### **HCC PROJECT No. 07-11**

##### **A. Scope of Services for Parking Management Services**

The selected contractor will be required to assist HCC in meeting its long-term parking needs. That assistance may include, among other functions, the following plan deliverables:

- Develop a parking plan and policy document;
- Identify parking inventory and develop strategies for its optimum use;
- Create a parking permit program and methods for accommodating various users, i.e. long and short term. Identify and evaluate any access and revenue control systems;
- Provide recommendations for pricing structure through contract end;
- Set minimum standards of service;
- Develop a marketing and communications strategy for staff, students, tenants, visitors and faculty, relative to the introduction of the pay parking program;
- Develop a set of Standard Operating Procedures for the facilities;
- Recommend and supply "state of the art" parking technology to facilitate the most service orientated and revenue producing operation;
- Manage and operate all HCC parking facilities in accordance with IRS regulations regarding qualified management contracts.
- Account for revenue and expenses;
- Manage the parking permit system;
- Supply and manage staff and other resources;
- Interact with students, faculty, tenants, visitors and staff with respect to parking services;
- Develop and work within budgetary targets;
- Effect continuous improvement throughout the contract term;
- Ensure an industry-leading parking operation;
- Monitor and improve end-user service quality;
- Provide assessment of customer satisfaction annually, via surveys, etc.
- Maximize the financial return from the parking assets;
- Assist HCC in assessing and meeting its long-term parking requirements;
- Provide monthly transaction reports to the Executive Director, Building Operations for accountability purposes.

##### **B. Scope of Services for Funding Working Capital**

The selected contractor will be required to assist HCC in meeting its long-term parking operations and management services and other capital needs through funding of working capital that:

- Preserves HCC's debt capacity and borrowing power;
- Realizes balance sheet flexibility;
- Raises efficient capital other than through traditional debt transactions; and through means other than HCC issuing bonds
- Lay-out debt structure of repayment of working capital for five (5) and ten (10) years.

## ATTACHMENT NO. 3

### GENERAL TERMS AND CONDITIONS

1. **Contract Award**

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

2. **Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be (5) five years with option of additional five years. Any contract renewal or extension may be subject to approval by the Board of Trustees.

3. **Interpretation, Jurisdiction and Venue**

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

4. **Compliance with Laws**

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

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

6. **Termination for Convenience**

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

7. **Termination for Default**

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

8. **Ethics Conduct**

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

9. **Small Business and/or MWBE Participation**

The Contractor hereby agrees to attain small business/MWBE participation in the amount of 35% of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Exhibit \_\_\_\_, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business and/or MWBE participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.

- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.
- Small Business and/or MWBE participation may be satisfied with a joint venture of several entities.

**10. Changes**

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

**11. Insurance Requirements**

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

**12. Indemnification**

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

**13. Independent Contractor**

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor’s employees or independent subcontractors; that Contractor’s employees shall be paid by the Contractor; that Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

**14. Assignment**

The Contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**15. Notices**

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

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

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



**16. Drug Policy**

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

**17. Appropriated Funds**

The purchase of any service or product under this contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to cancel this contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel this contract by giving the Contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of this contract, HCC shall not be responsible for any payment of any service or product received that occur after the end of the current contract period. HCC fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**18. Qualified Management Contract**

Contractor must be willing to agree to contract term that ensure compliance with IRS regulations for qualified management contracts.

**19. Entire Agreement**

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

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

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

NOTE: (If Joint Venture) Contractor = Majority Partner; Sub = Minority Partner		Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
CONTRACTOR	Type of Work to be Performed or Materials Supplied			
Business Name:				
Business Address:				
Telephone No.:				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

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

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

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

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

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

**ATTACHMENT NO. 5**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION FORM**

**HCC Project No. 07-11**

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

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

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

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm received payment on \_\_\_\_\_ from \_\_\_\_\_ in the amount of  
(date) (enter name of prime contractor)  
\$ \_\_\_\_\_ as full payment of Invoice No. \_\_\_\_\_ dated \_\_\_\_\_ for work performed or materials provided  
during \_\_\_\_\_ under HCC Project No. \_\_\_\_\_  
(enter dates)

**Note:** This form shall be completed and signed by an Officer of the firm. Attach this form to each invoice for payment.

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

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

NOTE: (If Joint Venture) Contractor = Majority Partner; Sub = Minority Partner

**ATTACHMENT NO. 6**

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

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

Contractor: \_\_\_\_\_ HCC Project No. 07-11

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

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will make payments within  
 (enter name of prime contractor)

five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.

**Note:** This form shall be completed and signed by an officer of the firm. Attach this form to each invoice for payment.

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



**ATTACHMENT NO. 8  
HCC PROJECT NO. 07-11**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
DETERMINATION OF GOOD FAITH EFFORT FORM**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

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

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

- \_\_\_\_\_ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- \_\_\_\_\_ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- \_\_\_\_\_ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- \_\_\_\_\_ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 9  
SMALL BUSINESS UNAVAILABILITY CERTIFICATION FORM**

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

Of \_\_\_\_\_, certify that on the date shown below, I contacted the following small  
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on  
 HCC Project No. 07-11

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

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

The above statement is a true and accurate account of why I was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

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

**ATTACHMENT NO. 10  
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

**Note:** Vendors are to complete this form along with a **copy** of the Contractor and First Tier Subcontractor/Supplier Participation Form and return them in a separately sealed envelope addressed to:  
**Houston Community College System  
 Procurement Operations/Small Business Representative  
 Post Office Box 667517  
 Houston, Texas 77266-7517**

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

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

\_\_\_\_\_

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

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

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

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

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

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

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

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

**BUSINESS CLASSIFICATION**

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

Please provide information regarding certifying agency (if any)

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



**ATTACHMENT NO. 11**

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

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

**ATTACHMENT NO. 12**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

**State of :** \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

**ATTACHMENT NO. 13**

**STATE AFFIDAVIT**

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

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

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

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

**State of :** \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

**ATTACHMENT NO. 14  
BUSINESS QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT NO. 15**

**ASSURANCE OF SB/MWBE GOAL**

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

**Small Business Participation Goal = 35%**

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

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

**ATTACHMENT NO. 16**  
**HCCS VENDOR APPLICATION**

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

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

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

ATTACHMENT NO. 17

CONFLICT OF INTEREST QUESTIONNAIRE

**CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  
**For vendor or other person doing business with local government entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity. By Law this questionnaire must be filled with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 76.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**  
Date Received

1 Name of Person doing business with local government entity.

2  Check this box if you are filing an update to a previous questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later that the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to the expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is the subject of this questionnaire.



CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ  
For vendor or other person doing business with local government entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10% or more?

Yes  No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7 \_\_\_\_\_  
Signature of person doing business with the government entity  
Date

**Houston Community College System  
Procurement Operations**



**SAMPLE CONTRACT DOCUMENTS**

**By and Between**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**AND**

\_\_\_\_\_  
**FOR**

\_\_\_\_\_  
**HCC PROJECT NO. 07-11**

**SAMPLE CONTRACT EXHIBITS**

**EXHIBIT A  
PROPOSAL / AWARD FORM**

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

**EXHIBIT B  
SCOPE OF SERVICES**

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

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

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

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

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

**EXHIBIT E  
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

Note: (Attachment No. 5 of this solicitation may become Exhibit E in the resulting contract.)

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

Note: (Attachment No. 6 of this solicitation may become Exhibit F in the resulting contract.)

**EXHIBIT G  
INSURANCE REQUIREMENTS**

Note: (Attachment No. 7 of this solicitation may become Exhibit G in the resulting contract.)