



**procurement
operations**

Request for Proposals (RFP)

For: Food Service Operation

Project No: 09-54

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: August 17, 2009
Project Title: Food Service Operation
Project No: 09-54

ISSUED BY:

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

SUBMIT INQUIRES TO:

Michael Groesch
Manager, Contract Administration
Telephone: (713) 718-5158
Fax: (713) 718-2113
E-mail: michael.groesch@hccs.edu

Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Food Service Operation, including, but is not limited to, all necessary personnel, food service equipment, and space build-out, at Coleman College for Health Sciences as described and specified in the Scope of Services, Attachment No. 3.

Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

Pre-Proposal Meeting:

A non-mandatory pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11th Floor, Room # 11A07) Houston, Texas 77002 on August 26, 2009 at 10:00 A.M. (local time).

Site Visit:

All proposers are encouraged to visit the facility where the services will be performed. To schedule an appointment, you may contact Dr. Diana Castillo at (713) 718-7212.

Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required Food Service Operation until 2:00 P.M. (local time) on September 8, 2009. Proposals will be received in the Procurement Operations 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, if any, will be three (3) years.

Obligation and Waivers:

This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

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

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

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Food Service Operation in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and four (4) copies of the proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

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

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
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 09-54
Attn: Michael Groesch

3. **Eligibility for Award**

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

- c. Responsible proposers, at a minimum, must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
 - Have a satisfactory record of past performance:
 - Have necessary personnel and management capability to perform any resulting contract:
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 of this solicitation

4. **Preparation of Proposal**

a. **Proposal:**

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

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed operational and management plan with defined lines of authority, and the proposer's commitment to utilize HCC students in an internship capacity with the firm, if requested by HCC.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.
- **Staffing Plan and Personnel Qualifications:**
This section shall include a description of the staffing plan, personnel qualifications and

a description of the staff respective responsibilities, which are related to the type of services, required by this solicitation.

- **Proposed Commission and Proposed Menu Items and Prices:**
(Refer to Attachment No. 2. Schedule of Items and Prices).

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> |
|--|---------------------------------|
| • Project Management and Services: | 30% |
| • Qualifications and Experience of Firm: | 30% |
| • Staffing Plan and Personnel Qualifications | 20% |
| • Proposed Commission and Proposed Menu Items and Prices | 20% |
| | Total: 100% |

6. **Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 or this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

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

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

8. **Oral Presentations**

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

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

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration’s size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.

- c. For this solicitation, HCC has established best effort as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

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/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.

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 this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

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

The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or designee; or
- [2] 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 communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

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

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

14. **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.

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. No proposal shall include any costs for taxes to be assessed against HCC.

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. 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.) ("the Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

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 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.

19. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

20. **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.

21. **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.

22. **Submission Waiver**

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

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Food Service Operation

PROJECT NO: 09-54

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

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

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No: 09-54

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, 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 _____, 2009

Signed By: _____

Title: Chief Operation Officer / Deputy Chancellor

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES FOR FOOD SERVICE OPERATION

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Food Service Operation, in accordance with the Scope of Services (Attachment No. 3), and the general terms and conditions of the sample contract documents for the Proposed Commission listed below.

- I. Proposed Commission: _____ % to be paid to HCC based upon total monthly gross sales.
- II. Proposers submitting proposals are required to provide a typical list of menu items including brands, descriptions, sizes and prices.

(Note: The list of menu items and prices shall be submitted as a supplemental document to this Attachment No. 2).

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
FOOD SERVICE OPERATION

1. GENERAL

- a. This Scope of Service covers the requirements for a Contactor to provide Food Service Operation at Houston Community College – Coleman College for Health Sciences on an “as-needed” basis. Coleman College for Health Sciences is located at 1900 Pressler, Houston, TX 77030. The food service Contractor will be required to set up and maintain a food service operation for the use of approximately 250+ employees, students and occasional visitors. The amount of space available to the Contactor is approximately 100 square feet.
- b. The Contractor shall comply with all federal, state, county and city laws, regulations, ordinances and shall obtain any licenses, permits and health certificates of the City of Houston and the State of Texas that are required for a food service operation. The Contractor shall employ only persons who meet health standards prescribed by the aforementioned government agencies regulations for the particular type of employment that they are engaged.
- c. The requirements under this Scope of Service shall also apply to any subcontractors employed by the Contractor.

2. MATERIALS

Coleman College for Health Sciences’ vision is to create a food service area that is colorful, bright, friendly, and inviting with reasonably priced food items for our employees, students and visitors. The Contractor shall provide all management, labor, equipment, including utensils, cash registers and other equipment necessary, supplies, food products, and any other items required in the performance of the food service operation. The Contractor shall provide an ice dispenser accessible to customers and allow customers to take ice at no charge; however, the Contractor may charge for cups. The Contractor shall provide environmentally friendly paper products (i.e. no Styrofoam.). The equipment shall be owned and maintained by the Contactor.

3. BUILDOUT OF SPACE

The Contractor shall assume financial responsibility for providing a three (3) sink plumbing, and agrees to build out the area, including lighting fixtures, paint and/or wall coverings and floor covering, so that it is a state-of-the-art Café for students, faculty, staff and visitors. All buildout work shall be at no cost to HCC.

4. HOURS OF OPERATION AND SERVICE

The existing café operation has customers through-out the workday; however, the prime time is 7:00 AM to 10:00 AM and 11:00 AM to 2:00 PM, closing at 2:30 PM. HCC strongly suggest that the Contactor consider providing food services/snacks to evening students on an as-needed basis. Evening services hours (5:00 PM to 7:00 PM) may be mutually agreed upon by the College Operations Officer and the Contractor.

The Contactor shall operate the Food Service Operation five (5) days a week as follows:

| | |
|-------------------------|--|
| Monday through Thursday | Between the hours of 7:00 AM – 2:30 PM |
| Monday through Thursday | Between the hours of 5:00 PM – 7:00 PM |
| Friday | Between the hours of 7:00 AM – 1:00 PM |

Except for prearranged college holidays and special events, hours may be modified upon

mutual agreement between the Contractor and the College Operations Officer.

HCC Holiday Schedule:

New Years' Day
Martin Luther King's Birthday
President's Day
Spring Break (published)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day / Day after Thanksgiving
Christmas Holiday (published)

- In addition, any holidays determined by the Governor, pre-scheduled college events, or closure of the building as a result of inclement weather conditions.

5. PRODUCTS

The Contractor shall provide hot: breakfast, lunch and evening meals with reasonably priced menu items with a variety of dine-in fresh food that includes warm meals, healthy food options, salads, fruit and desserts to employees, students and occasional visitors attending Coleman College for Health Sciences. The Contractor should be able to provide items at prices, which are competitive or less with other governmental cafeteria operations in the area (generally consisting of an entrée or sandwich, side dish or chips and a drink for \$5.00 or less). The Contractor shall provide menus offering varieties, which have no less than a one-week cycle. The menu for food services provided hereunder should generally consist of warm foods, sandwiches (club sandwiches/hoagies, hot dogs, hamburgers, pizza, etc.), garden salads or salad bar, fruits, soups, bagels, donuts, muffins, crackers, chips, etc. In addition, the Contractor will provide a full coffee / tea bar, including soda, fruit juice, variety of waters, etc. Food menu selections shall be reviewed, approved and from time to time, modified by the College Operations Officer. Contractor shall also provide a reasonably priced catering menu that may be used by administration, faculty, and staff for conferences and advisory board meetings. Catering menu prices must be approved by the College Operations Officer. Catering opportunities within the building may arise, if available, HCC reserves the right to choose not to solicit Contractor and the Contractor has the right to refuse to submit a proposal/quotation for catering. During the course of the food service operations, the Contractor shall comply with all health regulations of the City of Houston and the State of Texas regarding preparation, cleanliness, quality control and serving of food items.

6. CLEAN-UP OF PREMISES

The Contractor shall keep the food serving area clean of litter and trash at all times including bussing of tables and cleaning of floors. At the end of the daily operations, the Contractor shall clean the food serving area to the satisfaction of the College Operations Officer. All trash shall be placed in Contractor-provided receptacles and removed from HCC premises daily.

7. PRE-OPENING ACTIVITIES

The Contractor shall:

- o Provide detailed plans and specifications for any required modifications to the designated area.
- o Decoration and fixture needs (i.e., lighting fixtures, paint and/or wall coverings and floor coverings) shall provided by Contractor.

8. DELIVERIES

All Deliveries/Receiving Operations shall be made through the loading dock entrance during the hours of 7:00 AM and 3:00 PM.

9. HCC DESIGNATED REPRESENTATIVE

All services performed under this Contract shall be subject to the review and consent of the designated HCC Project Manager. Dr. Diana Castillo, College Operation Officer, is the designated project manager for this Contract.

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be three (3) years.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

4. **Compliance with Laws**

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

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

6. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving ninety (90) calendar days written notice thereof to the selected contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

9. Ethics Conduct

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

10. Conflict of Interest

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

11. Small Business Development Program (SBDP)

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this Contract, HCC has established best effort as the small business participation goal.

12. Small Business Compliance

The contract shall require the contractor meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

13. Prime Contractor/Contract for Services

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

14. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

15. Insurance Requirements

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

16. Indemnification

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extracontractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

17. Independent Contractor

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

18. 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.

19. Method and Submission of Payment of Commission Fees

The Contractor shall render to HCC a certified or cashier's check by the 10th of each month for the preceding month's earned commissions due HCC. The certified or cashier's check shall be made payable to Houston Community College and mailed to:

Houston Community College
Accounting & Finance Department
Attn: HCC Head Cashier
3100 Main Street
Houston, TX 77002

The Contractor shall pay HCC compensation in the amount of a commission rate based upon a percentage of monthly gross sales, in accordance with the Schedule of Items and Pricing, Exhibit B, of this Contract.

20. Sales Report

The Contractor shall keep accurate records and provide the Director Procurement Operations or designee, a monthly computer generated, comprehensive report by the 10th of each month. The report shall include:

- Total dollar amount of itemized sales
- Total dollar amount commission due HCC

The Contractor must certify the accuracy of all reports submitted to HCC. Submission of the reports by the Contractor shall be deemed as such certification.

21. Auditable Records

HCC shall have the right to perform, or have performed, audits of Contractor's books and records related to this Contract, and shall also have the right to conduct inspections of all equipment at places where services are performed under the Contract.

The Contractor shall retain all books, records and other documents relative to the Contract for at least three (3) years after final payment is made to HCC, or unit audited by HCC or its authorized agents. HCC or its authorized agents shall have full access to and the right to examine any of said material during the three (3) year time period.

22. Price Adjustments

Price Adjustments for changes in the Contractor's cost of products will be considered by HCC. Requests for price increases for any other reasons will not be considered by HCC. No price increase will be authorized for one-hundred and eighty (180) days after the effective date of the Contract. Thereafter, the Contractor may request price increases, in writing, to the

Director Procurement Operations or designee at least thirty (30) calendar days prior to the proposed effective date of such increases. All requests for price increases must be accompanied by supporting justification documentation.

23. Performance Security

The Contractor shall provide a performance bond, letter of credit or other acceptable guarantee in favor of HCC in the amount of two (2) months anticipated revenues to HCC (a minimum of \$2,000.00 is required) as security for HCC timely receipt of full revenues due it under this Contract. The Performance Security shall be submitted within thirty (30) business days after the issuance of a Notice of Contract Award to:

Houston Community College
Attn: Mr. Ron Defalco
Controller / Chief Financial Officer
3100 Main Street
Houston, TX 77002

A copy of the Performance Security shall be sent to:

Houston Community College – Coleman College for Health Sciences
Attn: Dr. Diana Castillo
1900 Pressler Drive
Houston, TX 77030

24. Subcontracting

The Contractor shall not subcontract any portion of the work or services required under this Contract without obtaining written consent of the Executive Director, Procurement Operations or designee.

25. Assignment of Contract

The Contract shall not be assigned by the Contractor, in whole or in part, without the written consent of HCC.

26. Inspection of Services and Equipment

The Contractor shall maintain a quality control and service inspection system covering the services provided under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to HCC during contract performance. HCC shall have the right to review the inspection records, to the extent practicable at all times and places during the term of the Contract. HCC shall perform such reviews in a manner that will not unduly delay or affect contract performance.

27. HCC – Furnished Services

HCC will furnish the following services during the effective period of the Contract:

- All utilities such as water, electricity, heating, air conditioning and lighting.

28. Contractor's Representative

Prior to the start of contract performance, the Contractor shall advise HCC, in writing, of the primary and alternate representative (including telephone number) who will have management and operational responsibility for the contract performance requirements as well as the authority to act on matters of a contractual nature.

29. Contractor's Employee Identification Information

The Contractor's employee(s) shall, while performing services under this Contract, wear in plain view on the upper portion of the garment, identification containing the company name, employee's name and company identification number of the employee.

30. Protection of HCC Property

The Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on HCC property. If the Contractor's failure to use reasonable care causes damage

to any HCC property, the Contractor shall replace or repair any damage at no expense to HCC as directed by the Executive Director – Procurement Operations or designee.

31. Fire Permits

The Contractor shall comply with the City of Houston Fire Code Nos. FC 105.6.32 and FC 308.3 regarding fire permits under the following circumstances:

a.) A person shall not utilize or allow to be utilized an open flame (candle) in connection with a public meeting or gathering for the purpose of deliberations, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in assembly or educational occupancies.

b.) A fire department permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.

32. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by 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.

33. Notices

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

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

Contractor:

ATTN: _____

34. Internship Program

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name(s) of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least the minimum wage required by law.

35. Appropriated Funds

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

36. Independent Contractor

It is understood and agreed 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 Work hereunder shall be deemed to be Contractor's employees or independent subcontractors; that Contractor employees shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Income Tax, and other reports and deductions required by State or Federal Law.

37. Entire Agreement

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

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 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. 6
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, _____, _____, of
 (Name) (Title)

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

| 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. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

Note: Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope to:

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 09-54**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 8

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

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

| 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: | | | | |
| 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): _____

Address: _____

Telephone/Fax: _____ Date: _____

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

ATTACHMENT NO. 9

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. 10

CERTIFICATION AND DISCLOSURE STATEMENT

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2009

Notary Public for the State of: _____

ATTACHMENT NO. 11

AFFIDAVIT FORM

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 2009.

Notary Public for the State of: _____

ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

If headquarters is located out of state, does that state have preferential treatment on Proposals? _____

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

TYPE OF ORGANIZATION

Individual Sole Proprietorship
 Partnership Corporation, Incorporated in _____

Federal Employer Identification Number _____
(Note: please refer to Attachment No. 14, Vendor Application Instructions)

How long in business under present name _____

Number of persons now employed _____

BUSINESS CLASSIFICATION

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

** HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities.*

REFERENCES

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

| | Name of Firm | Address | Point of Contact | Telephone # |
|----|--------------|---------|------------------|-------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2009

Notary Public _____

for the State of: _____

ATTACHMENT NO. 13

ASSURANCE OF SBDP GOAL

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

Small Business Participation Goal = Best Effort

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

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

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14

VENDOR APPLICATION INSTRUCTIONS

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

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

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

ATTACHMENT NO. 15
INSURANCE REQUIREMENTS

The insurance coverage and limits listed herein are the minimum that the Contractor shall carry during performance of the contract for Food Service Operation:

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

| | |
|---|--------------------|
| Occurrence / Personal Injury / Advertising / Products / Completed Operations | \$1,000,000 CSL |
| Annual Aggregate | \$2,000,000 CSL |
| Products Aggregate | \$2,000,000 CSL |
| Fire, Lightning or Explosion | \$1,000,000 CSL |
| Medical Expense | \$5,000 per Person |

2. Automobile Liability:

| | |
|---------------------------------|-----------------|
| Bodily Injury / Property Damage | \$1,000,000 CSL |
|---------------------------------|-----------------|

3. Workers Compensation:

| | |
|--------------------|---------------------------|
| Part A - Statutory | |
| Part B - | \$1,000,000 Each Accident |
| | \$1,000,000 Policy Limits |
| | \$1,000,000 Each Employee |

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- HCC be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation added by endorsement on all policies

The original Certificate of Insurance shall be mailed to Houston Community College Risk Management Office, PO Box 667517(MC-1119), Houston, TX 77266, indicating the limits and coverage and endorsements as outlined above within 14 calendar days after receipt of a written purchase order, or some other duly executed contract document.

Note: CSL denotes "Combined Single Limit".

ATTACHMENT NO. 16

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|---|---|-----------------|
| For vendor or other person doing business with local governmental entity | | |
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY Date Received | |
| 1 Name of person who has a business relationship with local governmental entity. | | |
| 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) | | |
| 3 Name of local government officer with whom filer has employment or business relationship. | | |
| <hr style="width: 60%; margin: 0 auto;"/> Name of Officer | | |
| 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. | | |
| 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 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? | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| D. Describe each employment or business relationship with the local government officer named in this section. | | |
| <hr style="width: 60%; margin: 0 auto;"/> | | |
| Signature of person doing business with the governmental entity | | Date |

Adopted 06/29/2007



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

**For
Food Service Operation**

Project No. 09-54

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

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

EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION

EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

EXHIBIT G

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

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.

PROJECT NO./TITLE: 09-54; Food Service Operation
NAME OF SUBCONTRACTOR: _____
ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____ -
(Date) (Prime Contractor)
In the amount of \$ _____ as full payment of our Invoice No. _____ dated _____
for work performed during _____ under Contract/Project No. 09-54.
(Enter Time Period)

Signature: _____
Name (Print or Type) : _____
Title: _____
Date: _____
Telephone: _____

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

Project No./Title: 09-54: Food Service Operation

Reporting Period: From _____ To _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

Instructions: This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

| List Subcontractor(s) name below | Total Subcontract Amount | Amount Paid This Period | Total Paid to Date |
|----------------------------------|--------------------------|-------------------------|--------------------|
| | \$ | \$ | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____