

## Solicitation Amendment No. 001

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<b>To: Prospective Bidder/ Offeror:</b>	<b>Date:</b>
Prospective Proposers	March 27, 2014
<b>Project Title:</b>	<b>Project No.:</b>
Moving and Storage Services	RFP 14-09

The Request For Proposal (Project RFP No. 14-09) is hereby amended as set forth below:

The Submittal deadline is hereby changed from April 02 , 2014 at 3:00PM (local time), and is extended to April 08, 2014 at 3:00PM (local time).

1. The following pages are changed and replaced in entirety as follows:

- a) Page 3-Request For Proposals-Summary (Added additional language) See Italic Print.
- b) Page 6-Clause 16. Small Business Development Program (SBDP) HCC's established percentage is change from: 25% change to: 35%.
- c) Page 9-Clause 29. (Revised link to HCC General Terms and Conditions).
- d) Page 11-Scope of Services (Added additional language) See Italic Print.
- e) Page 12- Scope of Services (Added additional language) See Italic Print.
- f) Page 13- Scope of Services (Added additional language) See Italic Print.
- g) Page 15- Scope of Services (Added additional language) See Italic Print.
- h) Page 18-Tab 2-Firm's Financial Status (corrected c.).

2. EXHIBIT A "Insurance Requirements" is hereby incorporated into RFP-14-09.

3. Listed below the link to Houston Community College Contract Terms and Conditions: [www.hccs.edu/contract-terms](http://www.hccs.edu/contract-terms)

4. A sample contract for these services is hereby attached to this amendment 001.

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

<b>Company Name (Bidder/ Offerer):</b>	
<b>Signed by:</b>	
<b>Name (Type or Print):</b>	<b>Title:</b>

HOUSTON COMMUNITY COLLEGE

I. REQUEST FOR PROPOSALS - Summary

Date: March 07, 2014  
Project Title: Moving and Storage Services  
Project No.: RFP 14-09

**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Phillip Barker  
Title: Senior Buyer  
Telephone: (713) 718-5138  
Fax: (713) 718-2113  
Email: phillip.barker@hccs.edu

**1. Overview:**

The Houston Community College and the Houston Community College System Public Facility Corporation, collectively, ("HCC") or ("College") is seeking proposals from qualified firms to provide Moving and Storage Services *and related services* for the movement, relocation, and placement of all personal assets including, but not limited to furniture, equipment, accessories, minor artwork, computer equipment, office equipment, supplies and other items as requested by HCCS authorized personnel. The exact scope of services required by HCC will be set forth in individual *task order(s)* between HCC and the selected vendor(s). Your firm is invited to submit a written response outlining your organization's qualifications and willingness to provide Moving and Storage Services on an "as needed" basis as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

**The moving and storage relocation services may include but not limited to interdepartmental moves from floor to floor within the same building, from one physical address to a different physical address and/or a different physical address and/or complete or partial department relocations as deemed necessary by HCC.**

Houston Community College is one of the largest institutions of higher education in the country with more than 70,000 students each semester, including more international students (8%) than any community college in the country. With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community's success. To learn more about HCC visit our website at hccs.edu.

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

**2. Award/Contract Approval:**

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

**3. Pre-Proposal Meeting:** \_\_\_\_\_Mandatory X Not Mandatory \_\_\_\_\_ Not Applicable

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (2<sup>nd</sup> Floor, Seminar Room B) Houston, Texas 77002 on March 20, 2014 at 10:00am (local time).

**4. Proposal Due Date/Time:**

HCC will accept sealed proposals in original form on or before **3:00 PM (local time) on April 2, 2014**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), and Houston, Texas 77002.

**RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

**HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

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

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

**13. Contract Award:**

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

**14. 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.

**15. 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.

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

a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized, and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation, or veteran status in its procurement selection process.

b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.

c. For this solicitation HCC has established thirty-five (35) percent as its goal for Small Business participation.

(as applicable), sign and submit **Attachment No. 7, Conflict of Interest Questionnaire Form, and Attachment No. 8, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

**Note: Attachment No. 7 and Attachment No. 8 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.**

**25. 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.

**26. 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.

**27. Withdrawal or Modification:**

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

**28. Validity Period:**

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

**29. Terms and Conditions:**

**The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:**

[www.hccs.edu/contract-terms](http://www.hccs.edu/contract-terms)

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

**30. Submission Waiver:**

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

## II. SCOPE OF SERVICES

### PROJECT NO.: RFP 14-09 MOVING AND STORAGE SERVICES

#### II. General Overview:

Houston Community College is requesting proposals from qualified companies to provide Moving and Storage Service for all HCCS Facilities. Moving and Storage Services may be extended to any future HCCS Facilities. Moving and Storage Services are required for relocating personnel, furniture and equipment as a regular part of operations (General Office Moves) and may be *needed* for bond related projects as well as other non-bond related moves within existing and new facilities. Other services may include providing temporary storage trailers for the purpose of collecting items that may go to an auction site or alternative storage solutions at the Contractor's storage location that may be utilized until items *are* returned or disbursed to the required location as requested *by the HCC Representative*.

- A. The Moving and Storage Services Contractor (Contractor) shall act as the General Contractor for the movement, relocation, and placement of all personal assets including, but not limited to furniture, equipment, accessories, minor artwork, computer equipment, office equipment, supplies and other items as requested by HCCS authorized personnel.
- B. Contractor's Responsibility - The Contractor will be responsible for providing all labor, administration, supervision, equipment, materials, supplies, including, but not limited to, boxes, trucks, lifts, dollies, protective blankets, floor and ground protection supplies, background checks, corner guards for hallways and protection for elevators required to perform moving services for a specific project. The work may also involve removal and re-installation of furniture or panels, as required by the individual project(s):
- *Provide uniformed movers to perform moving services, as required. A supervisor shall be provided when four (4) or more movers are required to perform the requested moving services. All persons employed by the Contractor shall wear a company uniform with Contractor's name as well as an individual name tag, at all times while on HCC's premises.*
  - *Pre-Move the Contractor will designate a representative to review the condition of origin and a destination facility with a HCC representative prior to a move and immediately after the move-in is completed. These reviews will be documented and signed by both representatives. The Contractor will be responsible for any new damage found during the review accomplished after the move is completed.*
  - Disassembly, move and reassembly of modular systems type furniture and Components, cased goods furniture, and metal shelving.
  - Supply radio and/or cellular communications for the HCC representative during all major relocation phases. All move supervisors and drivers shall be equipped with radio/cellular communications during all major phases of moving.
  - Relocation all computers, desktop copiers, CRTs, printers, etc. All such equipment will be moved within specially designed wooden containers (machine carts); within corrugated tri-walled gondolas or properly wrapped with pads and strapped to interior van walls with logistic straps. All vehicles used for moving these items shall have air-ride suspension. HCC will arrange for any required servicing of computers *IT connect and disconnect*, copiers, and other items which require servicing prior to or after movement.
  - *Provide a multi-color labeling or tagging system with separate colors designating floor sectors at the destination site.*
  - The Contractor shall take necessary action to protect walls, floors, elevators and elevator lobbies from damage due to move activities. The Contractor shall be responsible for all costs associated with damages related to move activities caused by the Contractor's employees.

- Each relocation will be preceded by one (1) HCC employee preparation session and at least one (1) pre-move round table session (dates to be mutually agreed upon between the Contractor and the HCC representative). HCC or its designate will lead each of these sessions, but the Contractor will be required to attend and to participate as is necessary. For relocations, which the HCC representative is not a participant, the Contractor shall bear complete and exclusive responsibility for relocating employee preparation sessions.
- Prior to each phase or sub-phase of relocating, the Contractor shall provide an Origin and Destination Crew to prepare the sites for the relocating effort. Each crew must commence its building preparation activities at least two (2) hours prior to the commencement of the move activity.
- Due to the volume of computer devices and electronic equipment which may require relocation and the need to facilitate the disconnect, reconnect and return to service of such devices and equipment, great emphasis must be placed upon maximizing the movement of such assets during each sequence of relocating.
- The Contractor shall provide temporary storage of assets or materials upon the request of the HCC designated representatives.
- The Contractor shall respond to requests for services with twenty four (24) hours or two (2) days after receipt of notification by HCC.
- *All bid prices shall include inside delivery charges.*
- *HCC considers charges for use of moving equipment such as four wheel dollies, machine carts, book carts, tools and other such equipment as an inherent cost of normal day to day business associated with the industry. Bids must not include any of these charges and HCC will not pay such charges during the term of the resulting contract.*
- *The Contractor will not be reimbursed for travel time for labor crew. Charges for vehicle transportation unit (s) will apply after arrival at the first HCC destination.*

**Optional pricing:**

**As an option, HCC may require, at its Fannin Warehouse, two (2) movers fulltime M-F that must be forklift certified.**

- C. Non-Interference –
1. The Contractor shall perform work under this RFP and resulting contract in such a manner as to not interrupt or interfere with the operation of activities within the buildings and surrounding HCCS Facilities, or cause damage to property.
  2. The Contractor shall store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the Contractor's work, the work of HCCS or any other contractor employed by HCCS.
- D. The Contractor shall provide competent and thoroughly trained staff, including laborers and supervisors.
- E. Project Supervisor – The Project Supervisor shall demonstrate a thorough knowledge and understanding of the designated work assignments, of the tools and equipment employed in the execution of the services under this RFP and the rules, regulation and standards of HCCS. The Project Supervisor must report daily at the start of the shift to the appropriate HCCS representative to review the progress of the project, any special problems and to receive instructions relative to daily activities. At the end of the day, the project supervisor shall meet with the HCCS representative or his designee to sign a job completion checklist filled out by the Contractor. Such list will become the daily record of the Contractor's compliance or non-compliance with the requirements of the project and the contract.
- F. Project Manager - The Contractor shall provide a FULL-TIME NON-WORKING Supervisor (Project Manager) to oversee daily activities on all projects. The supervisor shall be available during all working hours to oversee performance of all obligations under the resulting contract. This non-working

equipment and supplies that will be use and the finalization of the move. The proposed estimate shall reflect a total move package including providing boxes, disassembling, packing and protecting, unpacking and re-assembling as deemed necessary by the requesting campus.

- H. Project Log – All Contractors’ personnel assigned to a project will be required to sign in and out (both origin and destination) on a daily project log. This is to assist the Contractor and HCCS in accurately account for the use of personnel and various record keeping functions.
- I. Finalization Meeting – HCCS may require an additional meeting between the Contractors’ Project Supervisor and the Project Manager prior to the scheduled start time at the requesting campus or site. At this meeting all final adjustments of timing, personnel, order of load/unload, safety review and goods handling will be discussed and agreed to. The Contractor’s Project Supervisor will then communicate any revisions or requirements directly to their personnel. HCCS will not manage the Contractor’s personnel at the project site.
- J. Moving of Equipment – If a project requires that equipment be moved, the Contractor will ensure that equipment re-installation, as required, will be completed so that the equipment is installed in a condition functionally equivalent to its present condition.
- K. Adjustment Assistance - Contractor will be expected to provide a “post move” crew to assist and adjust large goods at the destination site. This typically includes items such as desks, credenzas, bookcases, file cabinets, lateral files, chairs, and miscellaneous items.
- L. Use of Passenger Elevators - Unless otherwise directed by the HCCS representative, **under no circumstances shall the Contractor use the passenger elevators to haul, move and transport furniture or other moving related equipment.** If directed to use a passenger elevator, Contractor must provide protection blankets and floor protection for the elevator(s).
- M. Service Elevators - In buildings with service elevators, the Contractor will not switch the elevator into “independent” mode and leave the car, rendering the unit inoperative by other users in the building. On large, lengthy, moves, the Contractor will provide an elevator operator to control movement of the service elevator and to ensure no damage to elevator doors and minimize disruption for other users.
- N. Pre-Existing Conditions - Contractor shall survey and document with video and/or color photographs noting any existing damages to equipment, furniture and or building finishes prior to start of project. Any damage items/areas discovered after move begins may be charged to Contractor for full cost of repair or replacement.
- O. Worksite Damages – Any damage including damages to finished surfaces and grounds, resulting from the performance of the services under the resulting contract, will be the sole responsibility of the Contractor and will be repaired to HCCS’ satisfaction at the Contractor’s sole expense.
- P. Repairable Damage – All items noted as damaged in the move process that can be repaired by the use of readily available hand tools will be so repaired prior to the HCCS personnel arriving on site. The contractor will be required to possess adequate tools and material supplies to accommodate this item on site (at destination). Additionally, any further items noted as damaged in the move process that the Contractor’s personnel has not been able to repair, are to be noted and all arrangements made and agreed by the Contractor and HCCS prior to Contractor’s personnel leaving the project site.
- Q. Clean-up - Contractor will be responsible for removing any unneeded boxes, equipment, tools, carts, gondolas, protection supplies, electrical cords, etc., from both, the originating and the destinations sites. In, addition the Contractor will be expected to adhere to all sites building management requirements for trash pick-up, vacuuming and leaving the path of travel in all public areas in a clean and orderly manner.

#### **IV. SAFETY**

- A. The Contractor is reminded that all work under this RFP will be carried out in high traffic HCCS Facilities. Safety is of utmost importance. The Contractor shall conduct all operations in a safe manner and shall comply with all pertinent local, state and federal safety regulations and with whatever requirements are deemed necessary by the HCCS Representative. Safety precautions must be taken at all times to prevent the possibility of injury to pedestrians.
- B. To safeguard the students, faculty and staff, as well as the aesthetics of the HCCS Campuses, the Contractor shall adhere to the following rules and considerations when providing moving services on any of the HCCS facilities:
1. Driving speeds on campus must be below *20 mph* without exception. **Pedestrians have the right of way at all times.**
  2. All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of pedestrians and other activities in HCCS facilities.
  3. Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with HCCS.
  4. Drivers are required to shut off engines while loading and unloading.

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described in this solicitation, and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.

Provide a statement of interest for the project including a narrative describing your firm's unique qualifications to provide the scope of services requested.

Provide a description and important statistics about the Moving and Storage Services firm including:

- a. Background information about your firm and evidence that the firm is legally permitted or licensed to conduct business in the State of Texas for services offered.
- b. Size, history, years in business including date founded.
- c. Legal form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor) number and location of offices, location of company headquarters/main office, total number of employees company wide and the total number of employees in the State of Texas, and principal lines of business.
- d. Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- e. Ownership: List the names of all officers and persons of organizations having a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- f. Sales Volume: Provide net sales data for the past three (3) years
- g. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- h. Provide any details of all past or pending litigation or claims filed against your company or its officers, including claims submitted to your surety on payment or performance bond or any other claim that would affect your company's performance under an Agreement with HCC.
- i. Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Proposer's employees.
- j. Provide a list of primary services provided by your firm any other information you deem necessary to describe your firm. Please note any services requested in the RFP, that your firm does not routinely provide.
- k. Provide a list of all work that you have been involved with for HCC.

**1.2 Tab 2 -- Firm's Financial Status:**

- a. Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- c. *A current ACORD certificate* showing your firm current insurance coverages for Commercial General Liabilities, Automotive, and Worker's Compensation.

**1.3 Tab 3 – Firm's Demonstrated Qualifications and Experience:**

This section should establish the ability of the firm, and its sub-consultant, if any, to satisfactorily perform the required work. Provide examples of similar Moving and Storage Services experience; higher education, public institutions or public entities, preferred. Describe professional areas

## Exhibit A

### **Insurance Requirements**

The insurance coverage and limits listed below are the minimum limits that the Contractor shall carry during the term of the contract for Moving and Storage Services, Project No. 14-09.

**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

**4. Endorsements:**

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation;
- HCC shall be named as Additional Insured on all policies **except** the Workers Compensation;
- Waiver of Subrogation on all policies.

**5. Submission of Certificate of Insurance:**

The original copy of the Certificate of Insurance indicating the limits, coverages and endorsements as specified above shall be mailed to HCC within **14** calendar days after receipt of a written purchase order, or some other duly executed contract document, issued by HCC. The original copy of the Certificate of Insurance shall be mailed to the following address:

**Houston Community College**  
Risk Management Office  
Post Office Box 667517 (MC-1119)  
Houston, Texas 77266

**Notes:**

General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to HCC.

Before commencement of the Services under this Contract, certificates of insurance shall be furnished to HCC, with complete copies of policies to be furnished to HCC promptly upon request.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to HCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except worker's compensation and professional liability shall add HCC, HCC's employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.

Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to HCC) or shall be two times the occurrence limits stipulated.

If Contractor fails to maintain any required insurance, HCC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due the Contractor.

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## SERVICES AGREEMENT (Business)

This Agreement is made and entered into by and between Houston Community College, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the \_\_\_\_\_ (insert College/School and/or budgeted department name) ("DEPARTMENT"), and \_\_\_\_\_ (insert legal name of Contractor), a \_\_\_\_\_ (insert type of business structure such as corporation, limited liability company, or partnership) with its principal place of business at \_\_\_\_\_ (insert street address, city, state, zip code) ("Contractor"), effective as of \_\_\_\_\_ (insert date) ("Effective Date")

College and Contractor hereby agree as follows:

### 1. Contractor Services.

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

### 2. Compensation.

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed \_\_\_\_\_ (insert written amount) dollars (\$\_\_\_\_\_ (insert numerical amount)) (note: this amount should be inclusive of all fees and expenses) ("Fee"), during the Term and the Fee may otherwise be less than \_\_\_\_\_ in the event of certain conditions as set forth in this Agreement such as early termination of this Agreement or any other provision of this Contract that affects the Fee. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**Maximum Contract Value:** The amount contained herein is the maximum contract value. If additional funding is required, it will be processed pursuant to the prior written approval of HCC. The delivery of any services undertaken by the Contractor, prior to receipt of any written approval by HCC, will be at the Contractors sole risk and expense.

### **Invoicing:**

Contractor will submit monthly invoices to College. The invoices must be accompanied by a Time/Work Schedule for each Contractor employee contributing to hours billed.

The Time/Work Schedule will contain the following information:

- A. Name of individual performing the work;
- B. Description of work performed and related Objective in Exhibit A; and
- C. Date and number of hours worked.

Each invoice will be accompanied by documentation that College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount, College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

[Insert College contact name and complete address.]

**3. Term.**

This term of this Agreement shall be from \_\_\_\_\_ (“Term”) unless earlier terminated in accordance with Section 8. [OPTIONAL: The following renewal term may be incorporated if a renewal option was included in the original bid specification. “College will have the option to renew this Agreement for \_\_\_ ( ) additional \_\_\_ ( ) year terms.”]

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

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

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

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.

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

- 6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, "**College Records**"). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from College Records will result in Contractor's exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor

its operations and take any action necessary to assure that College Records are safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College's rules, policies, and procedures regarding access to and use of College's computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

**6.1.1 Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.

**6.1.2 Return of College Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all College Records created or received from or on behalf of College will be (1) returned to College, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any College Records, Contractor will provide College with written notice of Contractor's intent to destroy College Records. Within five (5) days after destruction, Contractor will confirm to College in writing the destruction of College Records.

**6.1.3 Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

**6.1.4 Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of College in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of College.

**6.1.5 Public Information.** College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

**6.1.6 Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or

obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.

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

**7. Independent Contractor.**

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

**8. Termination.**

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

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

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



9. **Indemnification.**

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

10. **Insurance.**

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

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

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

10.3 Verification of Insurance Coverage will be forwarded to:

**[Insert College Contact Name (such as Department Contract Administrator) and complete address.]**

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

**11. Breach of Contract Claims.**

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by College and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of College will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by College nor any other conduct, action or inaction of any representative of College relating to this Agreement constitutes or is intended to constitute a waiver of College's or the state's sovereign immunity to suit; and (ii) College has not waived its right to seek redress in the courts.

**12. Miscellaneous.**

12.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

12.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

12.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

12.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

12.6 Entire Agreement; Modifications. This Agreement supersedes all prior

agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.

- 12.8 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 12.9 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 12.10 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 12.11 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College's Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/c-human-resources/c4-nepotism-conflicts-of-interest/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [www.statutes.legis.state.tx.us/docs/gv/html/gv.572.htm](http://www.statutes.legis.state.tx.us/docs/gv/html/gv.572.htm), and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College's Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest
- 12.12 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

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

<Insert Contractor's complete legal name>

**Houston Community College**

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

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

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

[Chancellor or College President]

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

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

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

Attached:  
Exhibit A – Statement of Work

**Exhibit A  
Statement of Work**

[Optional. Include the following provision if an RFP or other bid document was issued.

Notwithstanding any other provision in this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements of that certain Request for Proposal related to \_\_\_\_\_ for Houston Community College, RFP No. \_\_\_\_\_ (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with Contractor's proposal, dated \_\_\_\_\_ ("Contractor's Proposal") which was submitted by Contractor in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or Contractor's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.]

**I. Project:** Insert a brief statement regarding the history and/or objective of this project.

This section provides the Contractor and interested third parties with a broad overview of your department's objective. ("the Project".)

**II. Services and/or Deliverables.** Contractor will provide the following services and/or deliverables in support of the Project:

The services to be provided by the Contractor may be divided into major phases (deliverables, tasks, items, etc). Each phase (deliverable, task, item, etc) may then be subdivided into important requirements within each phase. Consideration should be given to the inclusion of due dates for each.

Example:

Phase 1: Insert description of major phase. Insert due date.

1.1 Insert description of components applicable to completing this phase.

1.2 etc...