

REQUEST FOR PROPOSAL
PROJECT NO. RFP 18-26
FACILITIES CONDITION ASSESSMENT

QUESTIONS AND ANSWERS NO. 1

Date: May 23, 2018
To: Prospective Proposers
From: Procurement Operations Department, Houston Community College
Subject: Questions and Answers Responses

Q1. Do you have a list of assets with campus location, current use type, age, and gross square footage for the 76 buildings and 5.8 million sf. mentioned in this RFP? This breakdown provides useful information regarding the level of effort needed to conduct on-site visits and report production.

Response: Refer to attached document for Houston Community College Facilities as of February 2018.

Q2. Is there a complete list of buildings and campus infrastructure broken out by each campus available for this RFP?

Response: Refer to attached document for Houston Community College Facilities as of February 2018.

Q3. The RFP requires architects and engineers be included on the assessment teams (section 2.2.A). Would this preclude asking for pricing in the selection process per the Professional Services Procurement Act?

Response: Architects and Engineers are not required for this project. Please refer to Amendment No. 001.

Q4. Is the proposal to be bound in a three ring binder or spiral?

Response: A three-ring binder is preferred.

Q5. Does Proposer Questionnaire located on Page No. 8; need to be included in our response?

Response: Yes, the proposer questionnaire needs to be included in the response to Tab No. 4, "Proposed Approach and Methodology".

Q6. Under Tab 1: Firm's Qualification and Experience, Section II. 6. "Provide documented experience in providing the types of services described herein especially related to community or junior college experience or higher education facilities experience and with regard to accomplishment of past engagements involving services of the type and kind required in this RFP. List if firm was prime or subcontractor." What is "documented experience" When we are listing the project name, description, etc. in numbers 1-5?

Response: When listing the project names identify in detail, the proposers role as a prime or, subcontractor to such projects. Provide a description of the services rendered within each scope of work completed. Briefly mentioning your company's experience and capabilities, particularly with relevant of similar projects in written documentation strengthens your proposal position. It should demonstrate that your firm has the ability to do the project in hand.

Q7. As it relates to the price proposal, should our fee include a lump sum per campus or the entire HCC Campuses?

Response: On Page No. 9, Section 2 – Price proposal, provide a lump sum for the entire assessment completed for HCC, as a whole. Provide your campus, building price breakdown on a separate pricing spreadsheet included in your sealed envelope titled, "Pricing proposal".

Q8. Please provide the square footage of each campus and the entire HCC campuses.

Response: Refer to attached document for Houston Community College Facilities as of February 2018.

Q9. Is there a certain Facility Index requirement for the requested assessment?

Response: No.

Q10. Is there a required format for the assessment database?

Response: No specified formate. ermine final report format.

Q11. Does the RFP establish an assessment baseline?

Response: The RFP dose not establish a baseline.

Q12. What associated documents does HCC have to offer to complete an assessment?

Response: See Scope of work, Section 2.1 – (4).

Q13. Will the final assessment help establish a property tax base?

Response: No.

Q14. Please confirm technical proposal is to be submitted in separate folder from pricing/fee proposal, but both proposals submitted within one single envelope.

Response: The RFP does not require pricing/fee proposals to be submitted in a separate folder.

Q15. Confirming, only Attachments 1, 5 and 7 need to be signed and notarized?

Response: Attachment Nos. 1 through 7, shall be signed and dated, additionally, Attachment Nos. 1, 5, & 7 require notary.

- Q16. Please confirm square footage of EACH of the 76 buildings noted in paragraph 5, page 3?
- Response:** Refer to attached document for Houston Community College Facilities as of February 2018.
- Q17. Does this assessment include the new buildings being built as a part of the \$465 mil capital program?
- Response:** Yes.
- Q18. Please confirm if campus undeveloped land/tracts are to be included in the FCA efforts?
- Response:** No.
- Q19. Please confirm square footage of each garage?
- Response:** Refer to attached document for Houston Community College Facilities as of February 2018.
- Q20. Please confirm if Item #5, Page 4 of 41, is to be included as part of the FCA or if this is to be coordinated with the Energy Management RFP currently in procurement process?
- Response:** Yes, Item No. 5, is to be included in this Facilities Condition Assessment response.
- Q21. In regard to Paragraph 1, Page 6 of 41, please confirm if a FULL inventory of each building room and material, or is intent of paragraph to inventory area or system that has a maintenance or repair requirement?
- Response:** The intent is to inventory systems that have maintenance and /or repair requirement.
- Q22. In regard to Section 2.3, 1.b.iii, please confirm scope of work is to be included, or if this scope is a part of the Energy Management RFP currently open?
- Response:** Energy Management findings shall be included within the final documents of this report. Energy Management information shall be provided by others. Not included in RFP 18-26.
- Q23. Will any additional evaluation points be considered for added value services, or will RFP response only be graded on the current noted scope?
- Response:** Evaluations or as noted and described in the RFP section 3. However, applicable added value services strengthens a response and scores.
- Q24. With regard to Tab 3 – Proposed Approach & Methodology, what level of detail (UNIFORMAT Level) is Houston Community College looking for in a response.
- Response:** See Scope of Work, Section 2.1.
- Q25. Concerning Tab 6 – Price Proposal, should the Price Proposal form be included in the hard copy at Tab 5, or in a separate sealed envelope?
- Response:** The RFP does not require pricing/fee proposals to be submitted in a separate folder.

- Q26. Does HCC anticipate the consultant to perform an evaluation of energy consumption to include researching existing usage data, energy savings opportunities and simple payback calculations? If so, can we understand what data will be made available for our evaluation?
- Response:** Energy Management findings shall be included within the final documents of this report. Energy Management information shall be provided by others. Not included in RFP 18-26.
- Q27. Can a list of buildings with square footages be provided for the scope requested?
- Response:** Refer to attached document for Houston Community College Facilities as of February, 2018.
- Q28. For irrigation system evaluation, will HCC personnel be available to operate the systems for assessment due to potential conditions being concealed?
- Response:** Yes.
- Q29. Please define "specialized equipment" on page 5 under 2.1 item 6.
- Response:** Equipment that would require maintenance / repair and that involves a support system to anchor the equipment to the facility.
- Q30. Please define "regulatory deficits" on page 5 under 2.1 item 6.
- Response:** Any item that may potentially violate local, state and/or federal code and/or standard.
- Q31. For determining Age as required on page 6, will an approximation of remaining useful life suffice when install year is unable to be determined?
- Response:** Yes.
- Q32. Can you define infrastructure as it is used on page 9 in item 2 of the Section 2-Price Proposal?
- Response:** Any component, system and /or equipment that is necessary for the intended design function of the facility.
- Q33. When was the last full FCA conducted? By whom?
- Response:** ESPA Corp. – 2009.
- Q34. How up-to-date is their facilities/room inventory? How frequently is it updated? Validated?
- Response:** 2018 - Validated annually.
- Q35. Does HCC have most recent detailed space utilization reports?
- Response:** Yes.
- Q36. Does HCC have deferred maintenance costs estimates by building by system?

Response: No.

Q37. Will Houston CC provide a building inventory by campus (a list of buildings and associated GSF for each building)?

Response: Refer to attached document for Houston Community College Facilities as of February, 2018.

Q38. Will Houston CC provide an elevator inventory or count of elevators by campus?

Response: Yes.

Q39. What is the intent of the student internship as related to this project and is this to be a paid arrangement? Internships often span a full semester while the duration of this project may not support such an arrangement.

Response: The internship program is not a paid project. HCC ask if the awarded contractor, will intern current students whose studies relate to the type of work required in the scope of work during the contract period. The intent is supplier's good will.

Q40. With respect to the instructions on p. 15/41, "e. Tab 3 – Proposed Approach & Methodology, i. Proposer shall respond to all requirements and questions noted in Section using the attached **Exhibit 1 – Functionality Response Document,**" we do not see this Exhibit in the RFP package.

Response: The response for the questions listed on Page No. 8 of 41, shall be placed in the corrected, Tab 3, I, Section 1, Proposer Questionnaire.

Q41. With respect to the instructions on p. 8/41 Proposer Questionnaire, is the intent that the answers to questions 1-4 be located in the Tab noted in parenthesis after the question? For example, Question 1, (Reference under Tab 4.4.c) is about software and tracking programs, but the reference location in parenthesis points us to Tab 1- Firm's Qualifications and Experience.

Response: The response for the questions listed on Page No. 8 of 41, shall be placed in the corrected, Tab 3, Section 1, Proposer Questionnaire.

Q42. In order to accurately price these services, could HCCS provide a building list with square footage?

Response: Refer to attached document for Houston Community College Facilities as of February, 2018.

Q43. In Section 2 – Pricing Proposal, #2 Total Cost states "Break-out the lump sum for the infrastructure from the rest of the grounds and buildings." Will HCC provide respondents with a list of campuses and buildings with included square footage to create this lump sum breakout?

Response: Refer to attached document for Houston Community College Facilities as of February, 2018.

Q44. Section 4.e.i states – "Proposer shall respond to all requirements and questions noted in Section 1 using the attached Exhibit 1 – Functionality Response Document." This exhibit is not a part of the RFP packet. Will it be provided by HCC or is the section not applicable to our response?

Response: The response for the questions listed on Page No. 8 of 41, shall be placed in the corrected, Tab 3, Section 1, Proposer Questionnaire.

Q45. Section 4.e.ii states – "Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of services to HCC." Should this plan be for an individual college or building where services will be provided or for overall services, encompassing all 6 named colleges and HCC Admin Building?

Response: Overall Services, encompassing all 6 named colleges and HCC'S admin building.

Q46. Page 9, Item 3: "Cooperative contract". We are unfamiliar with this term. Can you please define Cooperative Contract or direct us to an explanation?

Response: If the Contractor has an existing contract with a national or, local cooperative contracting agency or, has an existing contract with a governmental or educational institution, for the services requested in this RFP, HCC is requesting the identifying information needs to be provided in the table stated.

Q47. Page 5, Bullet 3: "Exit codes". Is the intent an overview assessment or a detailed code review with measurements and calculations based on the dates of construction and the code during time of construction?

Response: Overview assessment is the intent. This shall determine if detailed code ` review shall be needed for an individual facility.

Q48. Age 4, Item 5: "Recommending building operational improvements in regards to energy consumption". This language seems to indicate an ASHRAE level 1 survey. Can HCC confirm the required level of detail?

Response: No. The intent is to assess and recommend best practices for building operation.

Q49. Page 6, Item 2.3.1.iii: "Estimated Energy Consumption": In order to calculate the energy consumption estimates, energy efficiency estimates, and provide suggestions for improvement further information will be required from HCC. This includes, but not limited to, past utility bills meter readings, sequence of operations, building schedules, etc.

A. Will HCC further define the scope to be more specific in terms of the level of detail is required?

B. Which records, and in what format, will HCC provide to accomplish this task?

Response: Energy Management findings shall be included within the final documents of this report. Energy Management information shall be provided by others. Not included in RFP 18-26.

Q50. Can we be provided a complete asset list by campus with square footages and age of construction? MS Excel format would be preferred.

Response: Refer to attached document for Houston Community College Facilities as of February, 2018.

Q51. How would HCC ensure consistency in prioritization of corrections, cost calculation methodologies, assessment collection methodologies, and deliverables if multiple firms are selected to perform the services?

Response: HCC, is seeking services from a single firm.

Q52. **Section 1 – Item 2.1 (page 5 of 41)** While the types of systems are outlined in Section 2.1 (page 5 of 41) along with the collection method of "visual observation" in the RFP, there will be limited ability to truly assess condition from a visual only approach. The ability to estimate costs of repairs will be conceptual in nature based upon that visual approach. Please clarify if further investigation is desired?

Response: Potentially, if the results of the report warrants additional investigation.

Q53. 50. An example might be the mechanical system of a facility where there is an "observation level" to view the installation by accessing mechanical rooms and concluding condition from the visual evidence. An additional level might be the "inspection" of the unit by accessing coils or fan motors to assess internal conditions, and yet a further depth might include "operating" the unit to test the air temperatures leaving the unit. Can you clarify the intent of the level of assessment that HCC is seeking in this scope of work? Additionally keeping mechanical system example if a facility has 40 fan powered boxes or VAV boxes is it your intention for all to be viewed and assessed or some portion thereof to form a condition assessment conclusion. Please clarify?

Response: See Scope of Work, Section 2.1, 2.2 within this solicitation. HCC shall be concerned with the useful life of the type of equipment being assessed.

Q54. **Section 2 – Item 2 (page 9 of 41)** Please clarify the intent of the line "Lump Sum Base Price = Entire per Each Named Campus". Is this intended to assure that the Lump Sum Base Price includes all campuses or is there a desire to have the price broken out for each campus individually? If so, can you provide a detailed list of the campuses with characteristics of locations, numbers of buildings, age of buildings, square footages, etc.? The web site reference provided in the RFP has limited information on the facilities.

Response: Refer to attached document for Houston Community College Facilities as of February, 2018.

Q55. **Section 2 – Item 2 (page 9 of 41)** A request is made to "break out the lump sum for the infrastructure" from the rest. Please clarify the intent of "infrastructure"? Typically, we would assume that to be utility distribution external to a building. Is it intended to mean "by discipline" (i.e. MEP, civil, structural, etc.)? Please clarify.

Response: Any component, system and /or equipment that is necessary for the intended design function of the facility.

Q56. 53. Which attachments 1 through 7 do the Subcontractors need to fill out?

Response: None, the prime contractor providing the proposal shall complete all attachments.

Q57. The RFP indicates the total square footage of the system is 5.8 million square feet. Is the goal to review every building one each campus? Is there a square footage breakdown of each of the buildings at the fifteen campuses? Also the function of each building?

Response: Refer to attached document for Houston Community College Facilities as of February 2018.

Q58. Is the goal to operate/test every piece of MEP equipment in each building on campus?

Response: No. See Scope of Work, Section 2.1 and 2.2.

Q59. What level of assessment for the MEP systems is required to meet the term 'optimal' noted the RFP?

Response: Best result obtainable under specific conditions.

Q60. Is operational testing (i.e. retro commissioning) desired for this assessment?

Response: No.

Q61. Is there a varying level of assessment required for newer buildings vs. older buildings?

Response: No.

Q62. In Item 5, is it CSI or Unifomat?

Response: CSI.

Q63. Where may I find a copy of the contract? I do not see one in the RFP solicitation.

Response: See the attached sample DRAFT of HCC's Form Services Agreement.

Q64. What is the extent of the energy study?

Response: Energy Management findings shall be included within the final documents of this report. Energy Management information shall be provided by others. Not included in RFP 18-26.

Q65. Please send a full list of all of the facilities included in this scope in an excel format with college, campus address, building name, number of stories, above or below grade, gross square feet, year built and if the building has an elevator.

Response: Refer to attached document for Houston Community College Facilities as of February 2018.

When issued, "Questions & Answers" shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Questions & Answers. All revisions, responses, and answers incorporated into the Questions & Answers are collaboratively from both the Procurement Operations and the applicable HCC Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Questions & Answers and to have incorporated them into this solicitation and resulting proposal response.

Furthermore, it is the responsibility of each Contractor to obtain any previous Questions & Answers associated with this solicitation.

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Houston Community College Facilities as of February, 2018

Central College	Address	Sq. Ft.
J Don Boney Bldg	1215 Holman St A, 77004	35,000
Business Center (BSCC)	1215 Holman St B, 77004	36,680
Curriculum Intervention Center	1215 Holman St C, 77004	2,000
Fine Arts Center	3517 Austin St C, 77004	75,000
Fine Arts Parking Structure (5 FL)	3517 Austin St D, 77004 (213,925 sq.ft.)	
Heinen Theater	3517 Austin St A, 77004	18,000
J. B. Whitely Bldg.	1301 Alabama St, 77004	102,000
Culinary	1401 Alabama St, 77004	32,121
San Jacinto Memorial	1300 Holman St, 77004	179,000
Learning HUB and Science Building	1300 Holman St B, 77004	120,000
Staff Instructional Services	3821 Caroline St, 77004	21,800
Annex (Trailer)	3902 Caroline St, 77004	1,000
Theater One	3816 Caroline St, 77004	21,900
Crawford Annex	3412 Crawford St, 77004	1,200
Willie Lee Gay Hall	1990 Airport Blvd, 77045	39,000
Central South Workforce Building	1930 Airport Blvd, 77045	78,558
Central Cooling Water Plant	1318 Alabama St, 77004	5,600
Educational Development Center	3214 Austin St, 77004	40,845
3601 Fannin Building	3601 Fannin 77004	25,000
Parking Lots (18)	All Central Parking Lots	
Midtown (Land & Building)	3515 Crawford, 77004	10,006
Midtown	1612 Winbern, 77004 (Vacant Lot 5,000sq.ft.)	
Midtown (Land & Building)	3524 Mosley, 77004	6,119
Land Only	Central (93.96) acres at Willie Gay	
Land Only	Central Midtown (5 Acres)	
Total		850,829

Northeast College	Address	Sq. Ft.
Automotive Tech. Training Ctr. A	4638 Airline Dr A, 77022	53,658
Automotive Tech. Training Ctr. B	4638 Airline Dr B, 77022	18,401
Codwell Hall	555 Community College Dr (1), 77013	76,000
Northline Academic Center	8001 Fulton St, 77022	115,225
Parking Garage (153,390 sq.ft.)	8001 Fulton St, 77022	
Northline Workforce	8001 Fulton St, 77022	48,206
Northline Central Plant	8001 Fulton St, 77022	3,300
Northline Learning HUB	555 Community College Dr (9), 77013	90,000
Global Technology	555 Community College Dr (8), 77013	50,400
Pinemont Center	1265 Pinemont Dr, 77018	51,368
Central Chiller Plant	555 Community College Dr (7), 77013	10,000
Public Safety Shooting Range	555 Community College Dr (4), 77013	21,122
Public Safety Training Tower	555 Community College Dr (6), 77013	6,950
Public Safety Burn Building	555 Community College Dr (5), 77013	3,898
Roland Smith Truck Driving Ctr.	555 Community College Dr (2), 77013	13,000
Acres Homes Campus	630 W. Little York Rd., 77088	25,120
Houston Trade Fair Property (Land Only 11.3 acres)	630 W. Little York Rd., 77088 (11.3 Acres)	
Northforest Building A	6010 Little York Road A, 77016	15,900
Northforest Building B	6010 Little York Road B, 77016	25,853
Northforest - Automotive	6010 Little York Road B, 77016	33,184
Northforest - Main Campus	6010 Little York Road B, 77016	20,691
Northforest (Land Only 3.115 acres)	7201 Langley Rd, 77016 (Demo Aug. 2013)	
Parking Lot (12)	All Northeast Parking Lots	
Northforest Restoration Church (21.88 acres)	10630 Homestead Road	
Land Only 39 acres	Northeast Codwell (39 Acres)	
Land Only 22.6 acres	North Forest (22.6 Acres)	
Keenan (Land Only 2.071 acres)	Oates @ Hwy 90, 77013 (2.071 Acres)	
Total		682,276

Northwest College	Address	Sq. Ft.
Spring Branch	1010 West Sam Houston Pkwy, 77043	86,869
Science Building	1080 West Sam Houston Pkwy, 77043	19,417
Performing Arts Ctr.	1060 West Sam Houston Pkwy, 77043	26,570
Katy Campus	1550 Fox Lake Dr, 77084,	108,503

Southeast College	Address	Sq. Ft.
Angela Morales Bldg.	6816 Rustic St B, 77087	65,000
Central Plant	2524 Garland St, 77087	1,000
Felix Morales Bldg.	6815 Rustic St A, 77087	54,345
Eastside - Student Life Center	6815 Rustic St F, 77087	18,336
Eastside - Workforce	6815 Rustic St G, 77087	26,111
Learning HUB	6815 Rustic St D, 77087	90,000
Technology Building/Workforce Building	6815 Rustic St E, 77087	64,422
Parking Garage (Parking Garage 163,915 sq. ft.)	6960 Rustic St, 77087	13,792
Felix Fraga Building (Drennan)	301 N. Drennan Street 77003	68,805
Felix Fraga STEM Building	301 N. Drennan Building B Street 77003	36,432
Woodridge Plaza (Land 248,075 & Build 72,000)	6969 Gulf Frwy, 77087 (Total 5.6959 acres)	
Parking Lots (8)	All Southeast Parking Lots	
Acres Parcels	No Acres at Southeast	
Total		438,243

Southwest College	Address	Sq. Ft.
Applied Technology Ctr. (1 bldgs.) (Lease Expired)	4014 Bluebonnet Dr, 77477 (10,285)	
Gulfton Center	5407 Gulfton Dr, 77081	35,500
Missouri City Campus (SOLD 02/26/2016)	5855 Sienna Spring Way, 77459 (45,000sq.ft.)	
Missouri City Campus Relocation	1600 Texas Parkway, 77489	67,089
Scarcella Science & Technology Ctr.	10141 Cash Rd A, 77477	75,000
Stafford Learning HUB	10041 Cash Rd B, 77477	121,700
Stafford Workforce	13622 Stafford Rd, 77477	57,424
Fine Arts	9910 Cash Rd, 77477	29,752
Brays Oaks	8855 West Belfort Street, 77031	27,164
West Loop Center	5601 West Loop South, 77081	269,451
Parking Garage (204,260 sq.ft.)	5601 West Loop South, 77081	
Former conn's (Building Only)	5505 West Loop South, 77081	25,000
Former conn's (Land 65,359 sq.ft.)	5505 West Loop South, 77081	
Parking Lots (9)	All Southwest Parking Lots	
Brays Oaks (Land Only 12.8196 acres)	11544 South Gessner Dr., 77031	
Missouri City (Land only 21.84 acres)	W/L Tx Pkwy, Missouri City, 77489	
Missouri City (Land only 20.09 acres)	1730 Tx Pkwy, Missouri City, 77489	
Stafford (Land only 41.97 acres)	10141 Cash Rd A, 77477	
Sienna Plantation (Land Only 49.22 acres) (SOLD 02/2016)	Sienna Springs Way, Missouri City, 77489	
Total		708,080

Coleman College	Address	Sq. Ft.
Coleman Health Science Center	1900 Pressler St., 77030	140,000
Coleman Health Science Center II	1919 Pressler St., 77030	172,832
McGovern Building	2450 Holcombe Blvd Suite #3 77021-2040	10,000
Riverside Center - Land Only (SOLD 02/2018)	0 MacGregor, 77004 (9.8 Acres)	
Warehouse	9424 Fannin Building D 77045	66,571
Parking Lot (2)	Warehouse & McGovern	
Total		389,403

System	Address	Sq. Ft.
System Building	3100 Main St, 77002	531,000
Parking Structure (488,660 sq ft)	3220 Main (Included leased & HCC spaces)	27,450
Warehouse	9425 Fannin Building B 77045	57,674
Warehouse	1102 Delano 77003	40,000
Parking Lots (3)	System Parking Lots	
Land Only (4.295 Acres)	9424 Fannin Building(4.295 Acres Parcel A)	
Total		656,124

Central College	850,829
Northeast College	682,276
Northwest College	831,201
Southeast College	438,243
Southwest College	708,080
Coleman College	389,403
System	656,124

Katy Mills	25403 Kingsland Blvd., 77494	11,003
Land Only 23.4 acres	0 Westheimer (23.4 Acres)	
Alief	13803 Bissonnet St, 77072	43,000
Alief Work Force Building "B"	13803 Bissonnet St, 77072	17,220
Hayes Road	2811 Hayes Rd, 77082	385,000
Hayes Building B (Parking Gar. 257,001 sq.ft.)	2811 Hayes Rd B, 77082	26,048
West Houston Institute	2811 HayesRd C, 77082	107,571
Parking Lots (14)	All Northwest Parking Lots	
Land Only 24.2 acres	Northwest Katy (24.2 Acres)	
Total		831,201

Total Buildings		4,556,156
Indicates rented Space	Total Rented Area	61,368
	Total Owned Area	4,494,788



**SERVICES AGREEMENT
RFP 18-XX**

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 _____ ("DEPARTMENT"), and _____, a Corporation with its principal place of business at _____ ("Contractor"), effective as of last day of signatory execution ("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 in accordance with **Exhibit "B"** titled, Price Proposal & Guaranteed Unit Pricing hereto. 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:

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

Primary Invoice:

Houston Community College - Accounts Payable Department
P.O. Box 667460
Houston, TX 77266-7460

Or via email at: Accounts.Payable@HCCS.edu

3. Term.

This term of this Agreement shall be from the last date of signatory execution to XXXXXXXXXXXX 31, 20XX ("Term") unless earlier terminated in accordance with Section 8. "College will have the option to renew this Agreement for two (2) additional one (1) 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:

Ms. Gwen Drumgoole
Houston Community College
Risk Management Department
3100 Main St.
Suite 4D18
Houston, TX 77002

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, 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.

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

(Contractor)
FEIN: (XX-XXX-XXXX)

Houston Community College

By: _____

By: _____

Name: _____

[Chancellor or College President]

Title: _____

Date: _____

Date: _____

Attached:
Exhibit A – Statement of Work
Exhibit B – Price Proposal & Guaranteed Unit Pricing

Exhibit A
Statement of Work

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. 18-XX (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 _____, 2018 ("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.

Exhibit B
Price Proposal & Guaranteed Unit Pricing

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