

# Solicitation Amendment No. 001

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<b>To:</b>	<b>Date:</b>
Prospective Proposers	December 18, 2012
<b>Project Title:</b>	<b>Project No.:</b>
Legal Services for Disclosure Counsel	13-10
<b>Description of Solicitation Amendment:</b>	
The referenced Request for Qualifications is hereby amended as set forth below:	
Document Submission – NOTE (page 3 of 28) – the start date for HCC winter break is hereby corrected as noted below	
NOTE: <u>HCC WILL BE CLOSED FOR THE WINTER BREAK STARTING WEDNESDAY, DECEMBER 19, 2012 AND REOPENING ON WEDNESDAY, JANUARY 2, 2013.</u> RESPONDENTS ARE HEREBY ADVISED THAT GIVEN HCC WILL BE CLOSED DURING THE NOTED PERIOD; RESPONDENTS MUST COORDINATE THE DELIVERY OF THEIR RESPONSE TO THIS RFQ ACCORDINGLY.	
Attachment No. 2 Proposer's Certifications - (page 14 of 28 through 18 of 28)	
The Proposer's Certification (Attachment #2) contained in the solicitation document is hereby deleted in its entirety and is being replaced by the revised Proposer's Certification dated December 18, 2012, attached hereto and made a part hereof.	
Attached herein is the Question & Answer received by the submittal deadline of December 13, 2012.	
<b>Except as provided herein, all items and conditions of the solicitation, remains unchanged and in full force and effect.</b>	
<b>Acknowledgement of Amendment No. 001 by:</b>	<b>Date:</b>
<b>Company Name (Bidder/Offeror):</b>	
<b>Signed by:</b>	
<b>Name (Type or Print):</b>	<b>Title:</b>

**ATTACHMENT No. 2  
PROPOSER'S CERTIFICATIONS  
HCC Project No.: 13-10**

**REVISED DECEMBER 18, 2012**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the Prohibited Communications provision set forth in the IFB. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

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

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

**3. ASSURANCE OF SBDP GOAL:**

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

Small Business Participation Goal = \_\_\_\_\_

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

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

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

**5. PROHIBITED POLITICAL CONTRIBUTIONS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List". For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form".

*Balance of page intentionally left blank.*

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands, and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

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

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

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

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

State of \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_

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

*Balance of page intentionally left blank.*



**EXHIBIT 2 - TO ATTACHMENT NO. 2  
PROHIBITED CONTRACTS/PURCHASES  
PROJECT NO. 13-10**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, consultant, advisor, or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws, which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

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

## **QUESTIONS AND ANSWERS**

### **Legal Services for Disclosure Counsel**

#### **Project # 13-10**

December 18, 2012

To: All Prospective Respondents

From: Houston Community College, Procurement Operations

#### **Question # 1:**

My inquiry pertains to the Blackout Period Compliance, listed on page 14 of the RFQ attached. The RFQ indicates that the "Blackout Period," is further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Can you please send me sections 1.7.10 and 3.3 of the Procurement Operations Manual so I may review it?

#### **Answer # 1:**

As noted in the Procurement Operations Manual

##### **1.7.10. Blackout Period**

This period includes each day during which any procurement with HCC is pending - from the day it is first advertised through the day the contract documents are signed by all parties. During a Blackout Period, no HCC trustee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

##### **3.3. Blackout Periods**

No HCC trustee and no Vendor shall communicate in any way concerning any Solicitation that is pending from the day it is first advertised through the day the contract documents are signed by all parties. This period is the "Blackout Period." Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a trustee and all applicable federal and state laws and regulations, local ordinances, board policies and these procedures with respect to their conduct as public officials involved in the procurement process. With regard to a vendor, violation of the Blackout Period is grounds for disqualification from a pending Solicitation and from any future Solicitations with HCC.