



Procurement Operations

Request for Proposals (RFP)

Project Name: Job Order Contract (JOC) Services

Project No. RFP 14-15

Proposal Submittal Deadline: April 3, 2014 by 2:00 P.M. (local time)

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

I. REQUEST FOR PROPOSALS –SUMMARY

Date: March 7, 2014
Project Title: Job Order Contract (JOC) Services
Projects Project No.: RFP 14-15

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Senior Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: hua.chiu@hccs.edu

1. Project 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 Job Order Contract Services for the minor construction, repair, rehabilitation, maintenance, renovation, remediation, or alteration of a facility on an "as needed" basis on system-wide HCC campuses and facilities. Firms that successfully qualify will be placed on a pre-approved list for future negotiations and/or request for cost proposals of various projects to be identified in the future. The exact scope of services required by HCC will be set forth in individual job order agreement(s) between HCC and the selected Contractor(s). Your firm is invited to submit a written response outlining your organization's qualifications and willingness to provide Job Order Contracting 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).

Compensation for these services will be based upon a coefficient applied to the "R.S. Means Facilities Construction Cost Data for the Houston Region," latest edition.

JOC is pre-priced contracts designed to provide the Houston Community College System with a flexible and responsive contractual capability in supporting its real property maintenance and renovation mission.

HCC is establishing the maximum aggregate contract price for all job orders issued under this RFP at \$30,000,000.00.

Pursuant to Section 2269.402, job order contracting may not be used in connection with a highway, road, street, bridge, utility, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, airport runway or taxiway, drainage project, or related type of project associated with civil engineering construction or a building or structure that is incidental to a project that is primarily a civil engineering construction project.

Anticipated Schedule of Events

EVENT	DATE & TIME
RFP released and posted to HCC's website	March 7, 2014
Pre-Proposal Meeting:	March 18, 2014 at 10:00 am
Deadline to receive written question/inquiries	March 20, 2014 at 2:00 pm
Response to written questions/inquiries	March 26, 2014
Proposal Submittal Due Date	April 3, 2014
Anticipated Board Recommendation and Approval	April 2014

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 (2nd Floor, Seminar Room B) Houston, Texas 77002 on **March 18, 2014 at 10:00 a.m.** (local time).

4. Proposal Due Date/Time:

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

5. Document Submission:

Interested firms shall submit, to the address below, one (1) original printed and one (1) original electronic copy of their RFP response documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copy should be in non-editable .PDF format and should include the entire submission. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances. Telephone, facsimile ("Fax") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

Houston Community College
Procurement Operations
Attn: Jennifer Chiu, Senior Buyer
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 14-15
Job Order Contract (JOC)

Please complete and return the following documents in your RFP response package.

Attachment No. 1 Proposal/Contract Award Form
Attachment No. 2 Determination of Good Faith Effort Form
Attachment No. 3 Small Business Unavailability Certificate
Attachment No. 4 Contractor & Subcontractor Participation Form
Attachment No. 5 Proposer's Certifications
Attachment No. 6 Conflict of Interest Questionnaire
Attachment No. 7 Financial Interests and Potential Conflicts of Interests

Note: Attachments 1, 5, and 7 must be signed and notarized.

6. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be two (2) years with the option to renew for three (3) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expiration of the initial term and any successive renewal term.

7. Contract Administration:

Contract administration will be by HCC's Procurement Operations in conjunction with Construction and Facilities Management, Maintenance Department. HCC intends to issue one job order for each JOC project. HCC shall issue a job order prior to the start of any work and shall not be responsible for work begun or completed prior to receipt of a fully executed job order.

8. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. **The above named individual must receive all questions or concerns no later than March 20, 2014 by 2:00 PM.**

9. Inquiries and Interpretations:

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website at www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Proposal/Contract Award Form).

10. Commitment:

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Job Order Contracting services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

11. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCC's operational needs, acquire materials and services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies HCC may have hereunder.

12. Vendor Registration:

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

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is:

<https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

If you do not have internet access, you are welcome to use a computer at any HCC library to access the website and register.

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITON OF CONTRACT AWARD.

13. Obligation and Waivers:

THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

THIS REQUEST FOR PROPOSAL DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.

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

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

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

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

HCC 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 RECOMMENDATION(S) TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT(S).

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.

14. 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.

15. 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.

16. 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.

17. Small Business Development Program (SBDP):

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

For this solicitation, HCC has established **Thirty-Five Percent (35%)** as its goal for Small Business participation.

Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots;
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars; and
- Document reasons for rejecting a firm that bids on subcontracting opportunities.

Each proposal proposed Small Business Participation will be evaluated in accordance with the chart below:

Proposed SBE Subcontracting	Available Points
Less than 5%	0
5% - 12%	2
13% - 20%	4
21% - 28%	6
29% - 34%	8
35% & Higher	10

18. Small Business Compliance:

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

19. Prime Contractor/Contracts for Services:

The prime Contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

20. Internship Program:

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected Contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected Contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

21. Prohibited Communications and Political Contributions:

Except as provided in exceptions below, political contributions and the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

The communications prohibition shall be imposed from the day the solicitation 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. During this 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.

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

The communications prohibition shall not apply to the following:

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

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

Except as provided for in summary section eight (8), respondents are not to interact with System Staff or Board Members regarding the RFP until the Contractor has been selected and approved by the Board.

22. Drug Policy:

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohols by vendors or Contractors while on HCC's Premises are strictly prohibited.

23. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

24. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract, if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

25. Appropriated Funds:

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected Contractor a thirty (30) day written notice of its intention terminate without

penalty or any further obligations on the part of HCC or the Contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCCs fiscal year begins on September 1 and ends on August 31st.

26. Conflict of Interest:

If a firm, proposer, Contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 6. Conflict of Interest Questionnaire Form, and Attachment No. 7. 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. 6 and Attachment No. 7 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.

27. 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.

28. No Third Party Rights:

This Contract is made for the sole benefit of 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.

29. 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.

30. Validity Period:

Proposals are to be valid for HCCs 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.

31. Terms and Conditions:

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

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf

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.

32. 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.

33. Indemnification:

Consultant shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

34. Delegation:

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees must approve each Job Order that exceeds \$500,000.

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II. INSTRUCTIONS TO PROPOSERS

1. **Introduction:**

HCC intends on contracting with qualified general contractors to perform minor construction, repair, rehabilitation, maintenance, renovation, remediation, or alteration of a facility based on pre-described and pre-priced tasks as requested by the College for a specified period of time. The JOC program will meet the requirements of Texas Education Code 51.784 and Texas Government Code Chapter 2269, Subchapter I.

HCC is seeking proposals from qualified firms interested in providing Job Order Contract (JOC) for the minor construction, repair, rehabilitation or alteration of various Systemwide Facilities for work of a recurring nature where the delivery times, type and quantities of work are indefinite, and Job Orders are issued on the basis of pre-described and pre-priced tasks and in accordance with the Scope of Services contained in this solicitation.

2. **General Instructions:**

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCCs best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

3. **Preparation and Submittal Instructions:**

Respondents must complete, sign, and return the attached documents in your response to this RFP.

Attachment No. 1	Proposer/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests & Potential Conflicts of Interest

Note: Attachments 1, 5, and 7 must be signed and notarized.

4. Document Format and Content:

- 1) Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- 2) Responses to this RFP must include a response to the proposal requirements set forth in Section 5, below.
- 3) Page Size, Binders, Dividers, and Electronic Copy.
Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.
- 4) Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 5) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 6) Number of Copies: Submit **one (1) original printed and one (1) original electronic copy** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copy should be in a non-editable Adobe Acrobat (.pdf) format (compact disc or flash drive) and should include the entire submission. Additionally, the front cover of the binder containing your Proposal should be clearly marked with the Project Name and Number.
- 7) Proposal must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 4 and delivered to:

Houston Community College
Procurement Operations
Attn: Jennifer Chiu, Senior Buyer
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 14-15

Job Order Contract Services

- a. The envelope containing a proposal shall be addressed as follows:

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

- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

5. **Proposer Response:**

General: Your Technical Proposal should clearly define (i) your Company's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Work/Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

Cover letter: The cover letter shall not exceed 2 pages in length, summarizing key points in the proposal.

1.1 **Tab 1 – Firm's Profile and Overview** - Provide details as to the following:

Provide a brief description of your firm, the philosophy of the organization, include the total number of managers and supporting personal, related to providing services 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 including a narrative describing the firm's unique qualifications to provide the scope of services requested.

Provide a description and important statistics about the Job Order services firm including:

- a. Background information about your firm and certify 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 and how many employees are located in Texas;
- c. Legal form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor) number and location of offices, 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 have 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 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; and
- j. Provide a list of primary services provided by your firm and 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.

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's 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 project experience; higher education, public institutions or public entities, preferred. Describe professional areas (public property, commercial property, office, industrial, retail, single family residential and multi-family residential) in which the firm maintains expertise. HCC may verify all information furnished.

List at least three and not more than five projects or contracts for Job Order Contracting services, within the last 5 years, for which your firm has successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

At a minimum, provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project contact, title and current phone number
- d. Project cost or contract value
- e. Project size in gross square feet;
- f. Description of the project, scope of services, describing your experience, and work performed by your firm
- g. Names of consultant firms, if any, and their areas of expertise
- h. Description of how this project is similar and why the services provided are relevant to this project
- i. Period of time for which work was performed
- j. Describe the processes/outcomes that made this project successful

The List must also be broken down in the following categories:

- a. Federal Government
- b. Local Governments
- c. Colleges and Universities
- d. K-12 School Districts
- e. Commercial/Industry

1.4 Tab 4 – Demonstrated Qualifications and Experience of Personnel and Team:

This section should discuss the staff of the firm who would provide the Job Order Contracting services. Provide the names, function, and vita of the individuals within your organization who will be assigned to Houston Community College projects.

Provide an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP, along with any proposed consultant firm or individual, if any.

Identify the Key personnel who would be assigned to HCC and will provide the Work described in the Scope of Services. Please include the following:

- a. a brief description of their unique qualifications as it pertains to this Work;
- b. availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project;
- c. Respondent's job functions and office location;
- d. Provide a description of the role and responsibilities to be undertaken by these proposed key and support team members;
- e. Designate the individual who is authorized to sign and enter into any resulting contract; and
- f. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years of experience in providing Job Order services or related services.

If applicable, for each consultant firm or individual that the prime firm proposes:

- a. Identify the consultant and provide a brief history about the consultant.
- b. Describe the consultant's proposed role in the project and its related project experience.
- c. List a project or contract for Job Order services that the prime firm and the consultant have worked together on during the last five years.
- d. Provide a statement of the consultant's availability for the project.
- e. Provide resumes giving the experience and expertise of principals and related staff for the consultant who will be available and are proposed for this project.

Clearly identify the current license status of each individual listed in the proposed team (license number, license type, license status, expiration date).

1.5 Tab 5 – Proposed Approach & Methodology:

- a. A statement of your proposed approach to the project Scope of Work.

- b. Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for Job Order Contracting services.
- c. Description of your firm's project approach and ability to provide appropriate services in a timely manner.
- d. Proposer must provide an approach and methodology overview which consists of a concise summary of the requested services proposed by the proposer in response to this RFP. By reading the approach and methodology overview, HCC must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the proposer to provide them. A detailed explanation shall be included to understand how the services comply with the technical documents of this RFP.

HCC intends that each proposer provide a detailed and comprehensive description of all Services that the proposer will provide if it enters into a contract pursuant to the RFP.

- e. Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- f. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- g. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- h. Capabilities and Capacity:
Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- i. Job Order Contracting services:
Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of any project:
 - 1) Identify the means and methods to be used to develop communication protocol;
 - 2) Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.
- j. Respondent's Ability To Identify and Resolve Problems:
 - 1) Describe your understanding of administrative challenges and opportunities associated with providing Job Order Contracting services, and your strategy for

resolving any issues; and

- 2) Describe any conflicts with Clients, Consultants, or subcontractors in providing Job Order services and describe the methods used to resolve those conflicts.

k. **Miscellaneous:**

- 1) **Student Intern Participation:** This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity;
- 2) **Small Business Participation:** This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any;
- 3) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC; and
- 4) Please describe any special benefits or advantages in selecting your company and describe your company's specific knowledge, experience, and expertise in Job Order services.

1.6 Tab 6 - Past Performance and References:

This section should establish the ability of the respondent to satisfactorily perform the required Job Order Contracting services. Provide the names, addresses, and phone numbers and email addresses of at least three (3) references. Select the three transactions from the list provided in Section 1.3 above and explain how these transactions best demonstrate the abilities of your firm to provide Job Order Contracting services to HCC.

Experience

The Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided Job Order Contracting services within the past five (5) years. For each project, provide the following:

- Detailed project description
- Description of firm's role
- Completion date of service, and
- The fee for the services provided

Each transaction example should be described in an executive summary format limited to three (3) pages each. Include an explanation or documentation of responsiveness and flexibility, etc. to achieve overall customer satisfaction.

1.7 Tab 7 – Price/Cost Schedules Billing Rates:

a. **Price Proposal:**

- a. Outline your proposed pricing structure or cost proposal.
- b. Proposer shall specifically state the fee your firm proposes for the work and services as

described in this RFP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.

- c. Price proposals must include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform Job Order Contracting services for HCC.
- d. Include a fee schedule for any additional services.
- e. Please include a description of any discount offered to HCC and an outline of any other fees or charges.

For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

1.8 Tab 8 - Small Business Practices:

- a. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- b. For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.
- c. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- d. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors under a Job Order Contract delivery method, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
- e. Provide a reference list of all customers noted in Section 1.6 Tab 6 – Past Performance References (noted above) that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

1.9 Tab 9 - Business Relationship Strength:

"Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected Contractor and HCC for the duration of the Project. Proposers must include their definition and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include: (a) your definition of a mutually successful "relationship" between your firm and HCC; and (b) your firm's commitment to a

mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project.

1.10 Tab 10 – Safety and Quality Control:

- a. Safety Program: This section shall include policies and procedures that the firm has in place to ensure employee safety, compliance with OSHA regulation standards, firm's code of safety practices and safety policy statement outlining the goals of the program. Firm shall identify the safety program coordinator and the methods by which your firm will utilize to communicate the importance of safety to the employees. Firm must provide procedure for accident investigation and reporting policies with instructional materials used when conducting accident investigations
- b. Quality Control: This section shall include quality related activities associated with the creation of project deliverables. Provide firm's philosophy as it relates to acceptable quality and how firm ensures that the deliverables are complete and accurate.

Any Attachments and other forms you chose to provide may be placed under a separate tab and labeled "Attachments" immediately after the final tab of this RFP.

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the Proposer under a separate tab labeled "Other Details" after this tab.

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III. PROPOSAL EVALUATIONS

1. Evaluation Criteria:

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

Evaluation Criteria	Available Points
Firm’s Profile and Overview Section II,5,1.1	5
Firm’s Demonstrated Qualifications and Experience Section II,5,1.3	10
Demonstrated Qualifications and Experience of Personnel and Team Section II,5,1.4	15
Approach and Methodology Section II,5,1.5	15
Past Performance & References Section II,5,1.6	10
Price Proposal Section II,5,1.7	25
Small Business Practices Section II,5,1.8	10
Business Strength Section II,5,1.9	5
Safety and Quality Control Section II,5,1.10	5
Firm’s Financial Status	Acceptable/Unacceptable
Total Points	100

2. Eligibility for Award:

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;

- 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 3) Have a satisfactory record of past performance;
 - 4) Have necessary personnel and management capability to perform any resulting contract;
 - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 6) Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and
 - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime Contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime Contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in summary, section 21 of this solicitation.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.
3. **Bonds:** Bonds will be required prior to a job order being issued for a specific project or group of projects.
4. **Prevailing Wage:** HCC has adopted and uses the Prevailing Wage Rates of the City of Houston, Texas which may be found in HCC's Uniform General Conditions.

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IV. SCOPE OF SERVICES

A. General Overview:

Except as may be specified elsewhere in the contract, the Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for the job order contracting work, which shall be defined in each Job Order. All work shall be performed in accordance with the requirements set forth in this RFP and the contract and in each mutually agreed upon Job Order issued by HCC (also referred to as "Owner").

The Director of Maintenance or designee will be responsible for inspecting and accepting the work performed by the contractor under this contract.

B. General Information:

This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of minor construction, repair, alteration, renovation, remediation and maintenance of facilities on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner. Job Orders must be signed by HCC's representative and the contractor. Once issued, the Job Order is a firm, fixed-price, lump sum contract.

C. Training:

1) **Cost Estimation Software:** Within thirty (30) calendar days of the effective date of the Contract (if awarded), Contractor shall provide three (3) copies of the estimating software and one copy of a database toolkit software, both manufactured by the software provider (collectively, "Software"). Contractor shall have the Software installed on Owner's network of one server unit and two workstations, as designated by Owner. Contractor shall also have the Software installed on Contractor's computer system. The Software must include the R.S. Means Facilities Cost Construction data in electronic format that works with the Software. Contractor shall ensure that the R.S. Means data is current at all times and shall update the R.S. Means data as the UPB (Unit Price Book) is updated. Contractor shall make arrangements with the Software provider(s) for a two-day onsite training class at a place and time designated by Owner, to be completed within ninety (90) calendar days of the effective date of this Contract. Contractor shall also ensure that the Software Provider(s) provide Owner with annual support and maintenance for the life of the Contract. Installation of the Software must be complete within forty-five (45) calendar days from the effective date of this Contract. The Software shall remain Contractor's and/or the Software provider(s)' property.

2) **UPB (Unit Price Book) Training:** If awarded a contract, at Owner's request, Contractor shall make arrangements for the provision of an R.S. Means training seminar entitled "How to Use Means Cost Data for Delivery Order Contracting", to be attended by up to ten (10) staff personnel designated by Owner and Contractor's key staff members, and others as deemed necessary by Owner and/or Contractor. Contractor shall ensure that Owner receives at least two (2) hard copies of the most recent R.S. Means Facilities Construction Cost Data with this training. Contractor shall provide four (4) new hard copies of the R.S. Means data each year when the UPB is updated or, in Owner's discretion, provide two (2) on-line subscriptions for Owner's use.

3) **JOC Process Training and Partnering:** Within ninety (90) calendar days of the effective date of the Contract (if awarded), Contractor shall make arrangements for the provision of a "JOC Process Training" program for Owner's staff, which shall consist of (a) an initial two-day class that explains the job order contracting process and facilitates the development of standardized checklists, letters, and other documents to be used by Owner and Contractor and (b) two (2) one-day, follow-up training sessions given quarterly that will facilitate process refinement and partnering between Owner and Contractor. Each training class may be attended by up to ten (10) staff

personnel designated by Owner and Contractor's key staff members.

D. Documents:

The currently applicable (current version for the site of the Work) R.S. Means Facilities Construction Cost Data Catalog or Unit Price Book contains pricing information for the Work to be accomplished in the unit of measure specified. The most current edition of the Unit Price Book shall be adopted for each contract renewal option, if any. Previously issued Job Orders and Change Orders will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.

The Construction Specifications Institute (CSI) construction specifications in effect at Contract signing shall be the specifications under this Contract.

- 1) Documents during construction:
 - Contractor shall submit a Progress Report weekly by electronic file for all projects.
 - Contractor shall submit a before picture in color of the conditions with each job order proposal.
 - Contractor shall submit duration schedule with the job order proposal.
 - Contractor shall upload project documentation into HCCS Building Management System (E-Builder).
 - Signed transmittal stating that all compliance documentation has been submitted to HCCS Compliance Department.
 - Any additional document required by HCCS.

E. Work Authorization:

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

- 1) As the need exists (as determined by Owner) for performance under the terms of the Contract, Owner will submit a Job Order Proposal Request to Contractor.
- 2) Upon the receipt of this request, Job Order Contractor shall respond within one (1) business day, or as otherwise agreed, by:
 - a. Scheduling a site visit with the HCC Project Manager; or,
 - b. Establishing contact with Owner to further define the scope of the Job Order Proposal Request.
- 3) Contractor shall then prepare a job order proposal for accomplishment of the Work.
- 4) The Unit Price Book shall serve as the basis for establishing the price of the Work to be performed.
- 5) Job Order Contractor's job order proposal shall be submitted within ten (10) working days unless otherwise agreed by the Owner.
- 6) Upon receipt of Job Order Contractor's job order proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.
- 7) In the event Owner does not issue a Job Order after receipt of Job Order Contractor's job order proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.

F. Scheduling of Work:

- 1) The first day of performance under a Job Order shall be the effective date specified in the job order or Authorization to Commence Work. Any preliminary work started or material ordered or purchased before receipt of the Authorization to Commence Work shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion.
- 2) Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- 3) Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.
- 4) Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.
- 5) Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

G. Quality Assurance/Quality Control Program:

Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.

H. Design:

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner. If a job order requires engineering or architectural services that constitute the practice of engineering within the meaning of Chapter 1001, Occupations Code, or the practice of architecture within the meaning of Chapter 1051, Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the facility. If the architect or engineer is not a full-time employee of the College, Owner shall select the architect or engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

I. Owner Furnished Utilities:

Owner shall provide, at no cost to Job Order Contractor, utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Job Order Contractor for providing such items.

J. Water:

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, a supply of water necessary for the performance of work under this Contract. Owner will in no case furnish or install any required supply connections or piping for the purpose of implementing the availability of the water supply. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Job Order, the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

K. Electricity:

Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workman- like manner in accordance with the rules and regulations of the local authority. Upon completion of the Job Order, the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor.

L. Close-Out Documents:

Contractor shall provide the following as part of the close-out documentation:

- 1) Color **pictures of the completed project** shall be submitted with close-out documents.
- 2) An **electronic file** of all documentation specific to every job order project shall be submitted with close-out documents.
- 3) All forms below must be included with the Final Payment Documentation of the project:
 - a. Job Order Final Completion Form (Contractor provide)
 - b. Certificate of Substantial Completion
 - c. Owner's Manual
 - d. MSDS
 - e. Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
 - f. Environmental Clearance Form
 - g. Lien Waiver Form
 - h. **Warranty statement form** shall be included with close-out documents (start date, completion date, and signed warranty letter).
 - i. Contractor & Subcontract Participation Form
 - j. Sub-consultants/Subcontracts/Supplier Payment Certification Form
 - k. Subcontractor Progress Assessment Form
 - l. Certified Payroll Document
 - m. Copies of all applicable permits, licenses, and/or other regulatory documents.

- 4) Contractor shall be required to submit any / all documentation that is related to any project

awarded to the contractor upon request by the Director of Maintenance.

- 5) Attic Stock submission forms shall be included with close-out documents with signature line.

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V. JOB ORDER CONTRACT – GUIDELINES & PROCEDURES

A. Program Limits:

The College's JOC method for project delivery is limited to a direct cost of not to exceed \$500,000 per job order. If it is determined that the value of the scope of the job order will exceed this limit, other approved contracting methods may be used, and the JOC is not to be considered as the contracting method. In addition, it is not acceptable to split a project into more than one job order in order to stay under the maximum amount.

The College's JOC program will use a group of pre-qualified General Contractors (GCs). These GCs will be selected for a multi-year term to ensure that College receives a quality service, in accordance with our design standards, and our operational and safety standards.

The JOC program is based on R. S. Means, "Facilities Construction Cost Data", 2014, latest Edition (or most recent version), referred to as the Unit Price Guide. The intent of this program is to develop the contract price from the Unit Price Guide using the College's design specifications. The College price requests for JOC projects shall include comprehensive construction project drawings and specifications.

If the contractor believes that the RS Means pricing does not provide the best value for the College they may provide alternative pricing for consideration during the bid/specification process and show a cost comparison (cost/benefit) option to the College for consideration. It is expected that the chosen contractors will always provide the best value option for the College on all projects for which they are contracted.

A Bid Security Deposit is not required by the Contractor to bid or execute the terms related to job order contracting at the College. A Payment Bond is required when the total project cost exceeds \$25,000 and a Performance Bond is required when total project cost exceeds \$100,000. In the course of executing the contract, the Contractor agrees to abide by the terms of the Contract as stated in the College's Uniform General and Supplementary Conditions and other related documents in effect at the time of award of the contract.

A job order (JO) is the contractual instrument issued by the Director of Maintenance or its designated representative to the Contractor. The JO will be, in part, the Contractor's job proposal, submitted to the College for review and approval, itemizing tasks and quantities of labor, materials, and equipment to do the work. The JO is issued and approved upon agreement between the College and the Contractor on the scope of work, performance time, and the price for that work.

The approved JO becomes the Contractor's notice to proceed, subject to receipt of payment/performance bonds and certificates of insurance and is an extension of the original executed contract. If an Authorization to Commence Work is not included in the specific job order, Owner will issue a written Authorization to Commence Work.

B. Program Objective:

The intent and purpose of the Request for Proposal (RFP) is to establish a term contract to provide Job Order Contracting services for the Houston Community College, hereinafter referred to as HCC or College.

The work described herein is for a contract for job order contracting services. Unless otherwise noted, it is the intent of this contract to call for the furnishing of labor, tools, materials, equipment and transportation to perform minor construction, alteration, repair, remediation, maintenance, and/or renovation work at this institution. HCC's Director of Maintenance / Project Manager is normally assigned to each project during all phases of a project, including construction.

Some facilities contain laboratories. However, should asbestos be suspected, or discovered in any area, HCC will facilitate any abatement in coordination with the safety department in this institution.

No guaranteed minimum contract value shall exist for any option period during the term of years, provided the College has been reasonably satisfied with the contractor's performance to date. Notwithstanding the foregoing, the College shall not be or is obligated to issue JO's, the value of which total the minimum value, if (1) the contractor is in default or breach under the proposed contract, (2) the Board of Trustees of the Houston Community College System fails to allocate the necessary funds, (3) the College is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the College, regardless of whether such cause was reasonably anticipated, or (4) if contractor fails, declines, or is unable to perform any of the work described by any JO or Statement of Work proposed to/by the College during the term of the proposed contract.

At the discretion of HCC, HCC may request from each awarded JOC Contractor to submit a copy of the proposal for project exceeding \$100,000.00.

1. Non-Pre-Priced Work:

Non-pre-priced works include:

- a. Tasks that are not specifically included in the unit price, but are within the basic intent and general scope of the contract.
- b. Tasks which are included in the unit price, but require an adjustment because of unusual site conditions which differ materially from those ordinarily encountered and generally inherent in the character of the work.

2. JOC Technical Contract Specifications Development:

The Facilities Management office will develop specifications and plans necessary for the procurement and implementation of the JOC. The intent of the specifications is to furnish concise institutional and/or industrial standards for maintenance, repair, and minor construction of College facilities. In the instance where the unit price offers minimum/maximum costs associated with a particular task, or if the task is not listed in the unit price book, the Contractor will submit a **not-to-exceed** time and materials proposal for the specific task to Facilities Management for approval.

3. Materials:

- a. If materials specified by Facilities Management for a specific task exceeds the unit material bare cost in the unit price book, the Contractor may increase and adjust the bare cost as needed. In these instances, copies of **at least two (2)** competitive materials vendor quotations must be submitted to the College to substantiate material costs in excess of the unit price.
- b. If the Job Order task is not defined in the unit price book, material costs will be reimbursed to the Contractor, based on the actual cost of materials to the Contractor from its usual sources of supply with all usual trade practice discounts deducted. All cash discounts shall be deducted in determining material costs. The Contractor shall provide equipment and material as specified by the College from sources at the least cost to the College. Competitive quotations shall be secured wherever feasible, and in all instances, when requested by the College. The Contractor will be required to provide copies of invoices and proof of payment when requested by the College. The Contractor is responsible for receiving and securing materials, including unloading of delivery trucks, checking deliveries, and transportation to the work area. College employees are not responsible for this.
- c. The College reserves the right to purchase material or job-required merchandise. Materials not used on the job shall be returned to the College's stock for credit to the job. The College will be required to deliver such materials to the job site or

compensate the Contractor for providing labor to deliver College-furnished materials to the job site.

4. Equipment:

Equipment costs can be included in the JO only if a unit cost for equipment is listed for the specific task in the unit price book, and actually on the job. The Contractor shall furnish as part of its overhead cost, included in the coefficient, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, hand tools, shop equipment, and fabricating items customary to the trade, etc., and all other movable equipment necessary to complete the work performed under this contract. The furnishing of tools shall include all maintenance, fuel, loss and breakage. Any equipment reimbursements must be approved by the College prior to its use.

5. Labor:

- a. Labor costs will be reimbursed to the Contractor at the unit price rate multiplied by the Contractor negotiated coefficient(s). The College will not recognize any premium or incentive pay and shall not be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional letter of acknowledgement on a particular project or as agreed to in the submitted JO by the Contractor, or as required in the scope of work issued by the College.
- b. If a task is not properly identified in the unit price book, then the Contractor will be reimbursed for only laborers and journeymen at their respective hourly labor rates (inclusive of salary only), multiplied by the negotiated coefficient. Taxes, insurance, fringe benefits, and vacation allowances are to be included in the Contractor's coefficient.
- c. As per the College's Uniform General Conditions, a worker with overall project supervisory authority is to be present on the job site at all times.
- d. Supervisory costs are to be part of Contractor's negotiated coefficient and will not be reimbursed as a separate labor cost.
- e. Travel time or costs associated with transportation between an employee's residence and job site are not reimbursable. Out of state travel of any kind will not be reimbursed or allowed in the cost model.
- f. The Contractor shall perform the work under this Contract on the job site in association with College employees, other College Contractors, and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site time and materials work is required, such as off-site fabrication, the College shall be so notified at the time of the issuance of the JO by the Contractor. The College reserves the right to inspect such off-site work at any time.
- g. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available sufficient storage space for materials and equipment if its local office is not located within 50 miles of the College.
- h. The response time of the Contractor (or Contractor's representative with equal authority) to the College, Monday through Friday, 8:00 AM to 5:00 PM shall not exceed 4 hours.

6. Subcontracts:

- a. When it is necessary for the Contractor to use the services of a Subcontractor, the Contractor shall be reimbursed for the Subcontractor costs plus the negotiated coefficient. Proposals to the Contractor under both the unit price and time and material methods shall be comprised of a "**Not to Exceed**" time and material nature. Copies of

the subcontractor proposals are to be a part of the Job Order submittal, and shall be included as backup. At the completion of the project, any savings associated with the Subcontract are to be passed along to the College by way of a change order.

- b. The Contractor shall, as soon as practicable, and before the execution of the job order, notify the Facilities Management office in writing of the names of Subcontractors proposed for the principal parts of the work and that of other Subcontractors, as Facilities Management may direct. The Contractor shall not employ any Subcontractors that the Facilities Management may object to as being incompetent, unfit, irresponsible or unsafe.
- c. The Contractor agrees that it is fully responsible to the College for the acts and omissions of the Subcontractor(s) and any person(s) directly employed by them (the Subcontractor), as he/she is for the acts and omissions of persons directly employed by them (the Contractor).
- d. Nothing contained in the JO or contract documents shall create any contractual relation and/or obligation between any Subcontractor and the College, and nothing in the contract documents is intended to make the subcontractor a beneficiary of the contract between the College and the Contractor.
- e. The Contractor agrees to bind every Subcontractor, and will see that every Subcontractor agrees to be bound by the terms of the JO and related contract documents, and each of these as far as is applicable to their work, unless specifically noted to the contrary in a subcontract, approved in writing, as adequate by Facility Management.

7. Execution Procedures:

A. Facilities Management Work Coordination:

- (1) Customer submits request for maintenance, construction, or facility modification by completing a "Facilities Request Form" and submitting it through the Facilities Management, Director of Maintenance.
- (2) Facilities Management will then perform the following actions once the "Facilities Request Form" is received:
 - a. Request is assessed for validity and duplication.
 - b. Priority is established, a gross scope and cost estimate range is obtained.
 - c. The funding source is identified and funds available for the requested work are verified.
 - d. Preliminary plans and specifications are generated and sent to customer for approval.
 - e. Plans and specifications are finalized.

B. Initial Review of Proposed Project with Contractor:

- (1) Facilities Management will contact the Contractor by issuing a job order proposal request to Contractor. The primary Contractor or primary Contractor's representative shall respond within one (1) business day by scheduling a meeting with the Director of Facilities Maintenance / Project Manager to conduct a scope validation, site visit and conference. During this meeting, the following issues will be discussed and established:
 - a. Project number and title
 - b. Site investigation
 - c. Methods and alternatives for accomplishing work
 - d. Definition and refinement of requirements
 - e. Detail scope of work
- (2) If the primary Contractor is unable to respond to the initial contact by Facilities Maintenance within the given amount of time, the College reserves the right to contact an alternate contractor for a proposal on the project at hand.

C. Facilities Management / Contractor JOC Activities:

- (1) Facilities Management formally requests the Contractor to submit a JO proposal by listing the project title and JO number, acknowledging the scope of work, and any special instructions or conditions that may exist, as per plans and specifications.
- (2) The Contractor is responsible for preparing a detailed JO proposal by identifying tasks, refining quantities, pricing non-pre-priced tasks, developing performance times and preparing a proposal document. Unless otherwise agreed to by the parties, Contractor shall submit this job order proposal to Facilities Management within ten (10) business days from the date of the Contractor's receipt of Owner's job order proposal request.
- (3) Facilities Management reviews the Contractor's proposal for completeness, tasks and pricing data and reviews the Contractor's proposed performance time. The reasonableness of the Contractor's price proposal is authenticated by comparing it with Facility Operations estimate or benchmarks.
- (4) After a review of the proposal, Management will either approve the proposal or will set up and conduct a proposal review meeting with the Contractor and negotiate any variations involving price, time, quantities, or scope.
- (5) If the Contractor's proposal is not acceptable:
 - a. The proposal may be returned to the Contractor for additional development, or;
 - b. Facilities Management forwards the JO negotiated price to the Client authority for determining if the project should be canceled, delayed, accomplished by other means, or reassessed.
- (6) Upon validation that the project should be accomplished, the project package will be compiled by Facilities Management and presented to Procurement Operations and a purchase order is issued, along with a Job Order (JO) to the contractor. The project package is to include the following:
 - a. Any customer/Facilities Management work request, correspondence, including estimates, plans and specs, General and Supplementary Conditions including funding identification;
 - b. Contractor proposal;
 - c. Record of negotiation;
 - d. College / Contractor Contract (JO), Certificate(s) for Payment, Supplemental JO(s) Addendum / Addenda.
 - e. Various forms completed by the Contractor per General and Supplementary Conditions.
- (7) Once the JO is approved and issued, the Contractor will begin work as per date ranges. As specified in the JO, Facilities Management will perform the contract administration associated with the JO until work completion, including the final inspection and acceptance, and closeout.
- (8) Upon acceptance and certification of work completion by Facilities Management, all required delivery order data will be filed in the project file.
- (9) At the time of project completion, the Contractor will submit a Certificate for Payment to be approved by Facilities Management authority. Facilities Management may hold a retainage for completion of any punch list(s) for the estimated cost to complete the punch list and /or release of liens.

8. Modification/Change Order to Job Orders:

- a. If differing site conditions are encountered during execution of the JO, or there is a desired change to quantity or quality of work, then the JO must be modified.
- b. For the purpose of issuing modifications to a JO, four (4) typical circumstances may occur:
 - (1) Differing site condition (unforeseen conditions)
 - (2) Increased scope of work (requested/approved by client)
 - (3) Decreased scope of work (requested/approved by client)
 - (4) Time / schedule adjustments
- c. All modifications/Change Orders must include a detailed explanation of the circumstances that caused the modification to exist.

9. Reporting Requirements and Payments:

- a. Facilities Management Operations will be responsible for administering all JO's under the Contract with Procurement Operations, Internal Audit, and Contracts Administration providing guidance as requested.
- b. Application and Certification of Payment shall be submitted by the Contractor using properly executed forms provided by the College, this includes reporting requirements for Small Business Development Program (SBDP).
- c. Upon receipt of invoices and approval of work thus far completed, the College will make payment to the Contractor for work completed and materials purchased for the project.
- d. Final payment shall be made to the contractor promptly after final completion of work and acceptance by the College.
- e. The College reserves the right to deduct from the contract sum an equitable amount for any damaged or uncorrected work until such time as the work is deemed to be satisfactory by Facilities Management.
- f. The College may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the College from loss on account of:
 - (1) Legal claims filed against the Contractor or reasonable evidence indicating probable filing of claims;
 - (2) Failure of the Contractor to make payments properly to the Subcontractor or supplier for material or labor;
 - (3) A reasonable doubt that the Contract can be completed for the unpaid JO balance;
 - (4) Damage to another Contractor.
- g. When the above conditions are removed, payment shall be made for the amount withheld.
- h. With each Application for Payment, the Contractor is to attach the following information:
 - (1) Defective work not remedied.
 - (2) Legal claims filed against the Contractor or reasonable evidence indicating probable filing of claims;
 - (3) Failure of the Contractor to make payments properly to the Subcontractor or supplier for material or labor;
 - (4) A reasonable doubt that the Job Order can be completed for the unpaid JO balance; and
 - (5) Damage to another Contractor.
- i. Facilities Management will be responsible for maintaining the following JOC data:
 - (1) List of job orders, with description and dollar amount, issued for the month.
 - (2) List of job orders, with description and dollar amount, completed for the month.
 - (3) Status of all incomplete job orders.
 - (4) Statement of total number and dollar amount of job orders issued for each Contractor.
 - (5) List of job order modifications/change orders issued during the month.

10. College's Proposal Rejection Right:

- a. The College reserves the right to reject any proposal if the evidence submitted by a proposer, or if an investigation of such proposer fails to satisfactorily convince the College that such proposer is properly qualified by experience and/or facilities to carry out the obligations of the contract and satisfactorily complete the work contemplated therein.
- b. Conditional proposals will not be accepted.
- c. The College further reserves the right to reject any or all proposals if it is deemed not to be in the best interest of the College with no recourse by any Contractor.
- d. The College reserves the right to issue work stoppage and cancel a job order with written notice to the Contractor. Payment shall be made to the Contractor for work performed and accepted by the College at the time of written notice is issued to the Contractor.

11. Performance and Payment Bonds:

The Contractor shall execute and supply to the College **within fourteen (14) calendar days** from Notice to Proceed issuance, required performance and payment bonds:

- a. A Payment Bond is required when total project cost exceeds \$25,000 and a Performance Bond is required when total project cost exceeds \$100,000. The accumulative total of the Job Order Contract may be a consideration for establishing bond premiums. Payment Bonds are for the protection of all claimants supplying labor and materials as defined by the scope noted in the fully executed job order (JO).
- b. Performance bonds shall be solely for the protection of HCC or governmental authority awarding the contract, as the case may be.
- c. Proof of bond coverage by way of riders, or bond amendments must be provided upon the execution of each job order.
- d. The bond premiums should be included in the Contractors' proposals for individual job orders.

12. Time Period:

The facility will be available as stated in the JO specifications. Work must be completed within the specified time frame indicated in the JO specifications. Credit may or may not be given for days of inclement weather based on specifications.

13. Failure to Complete Work on Time:

The time set forth in the JO for the completion of work is an essential element of the JO. Contractor's failure to complete the work within such time will cause damage and/or operational inconvenience(s) to the College.

- a. A breach of contract as to completion time will cause damage to the College. Therefore, for each and every calendar day after the expiration time of the JO that any work is not completed and accepted, including the correction of deficiencies found during the final inspection, the amount per day, as stipulated in the contract documents, will be deducted from the money due, or to become due to the Contractor, not as a penalty but as compensation to the College for additional expenses incurred, and inconvenience caused by failure of the contractor to allow the College to receive the premises at the designated time of completion.
- b. Liquidated damages may be assessed for each calendar day for job order not completed on time.

14. Insurance:

See Uniform General Conditions and Attachment No. 8. The contractor shall procure and keep in force insurance with companies acceptable to the College. The contractor shall supply all required insurance prior to starting the project on the scheduled date.

15. Material:

Only new, unused, and first-quality materials or equipment shall be supplied under this contract. It is not the intent of the specifications to limit materials, or the products of any particular manufacturer. Where specific materials, equipment and/or fixtures have been specified by name, manufacturer, or catalog number, it has been done to set a specific minimum standard and reference for comparison as to quality, longevity, and performance. There is no intent to discriminate against, or prevent any dealer or manufacturer from furnishing materials, equipment, and/or fixtures which meet or exceed the characteristics of the specified items. However, substitution of materials shall not be made without prior written approval from the College.

16. Contract Warranty and Guarantee:

- a. One (1) Year Warranty – Except as otherwise specified in the job order, the Contractor warrants all Work against defects in materials, equipment, or workmanship for one (1) year from the date of final acceptance of the Work. If the College takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from date of possession.
 - b. Correction of Defects – Upon receipt of written notice from the College of the discovery of any defects, the Contractor shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period. If the Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the College may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

- 17. State Sales Tax:
The College qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04F of the Texas Limited Sales Excise and Use Tax.

- 18. Subcontractors:
The Contractor shall not assign, sell, transfer, or otherwise dispose of the job order or contract, or any portion thereof, or his/her rights, title and interest therein without the written approval of the College. Written consent to sublet, assign or otherwise dispose of any portion of the contract shall not relieve the Contractor of any responsibility for the fulfillment of the contract. If the aids of subcontractors are used to complete the project, the contractor will be responsible for supplying the following information about the subcontractors at or before completion of the project:
 - a. Subcontractor name and address.
 - b. Vendor identification number (if available).
 - c. SBE Classification (if appropriate).
 - d. Subcontract bid amount.
 - e. Lien Releases.

- 19. Contractor Badge I.D. Program:
 - A. Program Description:
 - (1) An Identification (I.D.) Badge is required for all contractors, subcontractors and their agents working on or about the College and/or component campuses.
 - (2) A Photo I.D. Badge will be required for any person(s) on site, consecutively for 21 days and over.
 - (3) A Non-Photo, Color-Coded Badge will be required for individuals on site for less than 21 days at any given time to include but not limited to, equipment setup, delivery person(s), and temporary labor crew(s).
 - (4) Contractor will be responsible to assign the Badges accordingly and maintain accurate records and updated lists making information available for inspection upon HCC's request.
 - B. Display of Badges:
The Badge will be worn and displayed prominently by each cardholder near the front shoulder area.

- 20. Site Supervision:
The contractor shall supervise and direct all work using commercially reasonable best skills and materials, shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of work under any job order.

21. Site Inspection:
The contractor is responsible for having visited the site and having ascertained pertinent local conditions such as locations, accessibility, and general character of the site of buildings, the character and extent of existing scope of work within and adjacent to the site, and any other work being performed thereon at the time of the submission of their Job Order price.
22. Trash and Cleanup:
The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their employees or the work. Upon completion of the project, and prior to the final inspection, the contractor shall have the premises in a neat and clean condition. The Contractor is not to use College trash containers for any reason.
23. Building Codes:
Code compliance is mandatory. Contractor is to furnish all materials and equipment and do whatever is necessary to comply with federal, state, and local laws, building codes and environmental regulations.
24. Safety Precautions and Programs:
The Contractor shall be responsible for initiating, maintaining and supervising safety precautions, programs and environmental regulations in connection with the work. It shall also be the duty and responsibility of the contractor and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Sec.'s 651 et seq., The Occupational Safety and Health Act (OSHA) of 1970, and all amendments thereto, and will enforce all requirements and comply with all of the provisions of this act. In addition, on projects in which trench excavation will exceed a depth of five feet (5'-0"); the Contractor and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, which are more fully described in the Special Conditions, of the above standard, and shall require a pay item classification, pursuant to Paragraph 7.1, for the particular safety system to be utilized by the Contractor.
25. Non-Discrimination:
The Contractor shall not discriminate against any person because of race, sex, age, creed, color, disability, religion, national origin or veteran status.
26. Royalties, Patents and Licenses:
It shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar and comply with all requirements of public law 102-560 enacted by Congress and effective November 28, 1992. The Contractor shall pay all royalties and license fees, and defend all suits or claims for infringement of any patent rights and shall hold the College harmless from loss or account thereof, except that the College shall be responsible for all such royalties and license fees and loss when a particular design, or process, or the product of a particular manufacturer, or manufacturers is specified; provided, however, if that Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, he shall be responsible for such royalties, license fees and loss unless he promptly gives such information to the College and the Architect and/or Engineer. It will also be required for each contractor to submit with their bid proposal a list of all licenses, or fees they have determined necessary for completion of the contract.
27. Firearms:
All Contractors are advised to inform all their employees and subcontractors of the fact that weapons, of any kind, are strictly prohibited on any Houston Community College property. Violators can and will be prosecuted to the full extent of the law by the proper designated authorities.
28. Wage Scale(s):

The contractor is required to pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided in the College Uniform General Conditions. The specified wage rates are minimum rates only, and the College will not consider any claims for additional compensation made by any contract because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the contract. Site work, paving and utility construction crafts may be used only for construction outside of the building line.

29. Prevailing Wage Rates:

Contractors will be required to comply with Texas Government Code, Chapter 2258, and Prevailing Wage Rates. The Contractor is required to pay not less than the wage scale of the various classes of labors as shown on the "City of Houston Prevailing Wage Rates". The website can be located at:

https://purchasing.houstontx.gov/forms/Construction_Building_Wage_Scale.pdf. It shall be the responsibility of the successful Contractor to obtain the proper wage rates from this site for the City of Houston for the type of work defined in the project specifications.

The specified wage rates are minimum rates only, and the College will not consider any claims for additional compensation made by any contract because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the contract. Site work, paving and utility construction crafts may be used only for construction outside of the building line.

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Exhibit 1

**CONTRACT PRICING COEFFICIENTS
FOR
JOB ORDER CONTRACT (JOC)**

The Proposer/Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead & profit to perform all services necessary and required for the Job Order Contract (JOC) Program, in accordance with the terms and conditions of the sample contract. Work requirements will be specified in individual job orders issued by Houston Community College.

		Proposed Coefficient (0-\$1,000,000.)*	Proposed Coefficient (\$1,000,000.01 above)*	Rebate Percent (\$1,000,000-\$5,000,000)*	Rebate Percent (\$5,000,000.01 above)*
001	Normal Working Hours			%	%
002	Non-Normal Working Hours			%	%
003	Mark-up for Non-Priced			%	%

Method of Pricing: R.S. Means Facilities Construction Cost Data Catalog or Unit Price Book for the Houston Region, latest edition.

Notes:

1. The first coefficient factor will be applied to Unit Price Book Items anticipated to be accomplished during normal working hours**. The second coefficient factors (Item No. 2, above) will be applied to the Unit Price Book Items anticipated to be accomplished during other than normal working hours.
2. The actual pricing for work performed under this contract will be based on the unit rates contained in the Unit Price Book, including applicable Coefficient adjustment as set forth above and the quantities mutually agreed to by the Contractor and HCC prior to the issuance of a work request/purchase order. The proposed Coefficient factors shall be firm for the duration of the contract. The prices contained in the Unit Price Book shall be firm for the term of the contract and will be replaced each contract term, on the anniversary of the contract, with the unit prices in the most current R.S. Means Facility Construction Cost Data Catalog for the Houston Region, latest edition.
3. As an example of proposed rebate offer: Rebate starts when the cumulative expenditure per contractor exceeds \$1,000,000.00 annually. Rebate is collected based-on per Job Order issued after cumulative spent exceeded \$1,000,000.00. Please provide any available options for consideration.

* **Based on cumulative expenditure per contractor for the duration of the contract, not per job work request.**

** **HCC considers normal working hours to be Monday – Friday between 8:00 A.M. – 5:00 P.M. (local time).**

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

PROJECT TITLE: Job Order Contract
PROJECT NO.: RFP 14-15

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____

(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this _____ day of _____, 2014.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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



Purchase Order No. _____ (for payment purposes only)

Project No. RFP 14-15



Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

In the event of an inconsistency between this Contract, the RFP, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFP and finally, the Contractor's Proposal.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees
on _____, 2014.

Signed By: _____

Title: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 14-15**

Proposer _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form as directed below:

Section 1.

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Proposer must determine what portion(s) of work, including goods or services, will be subcontracted. Check the appropriate box that identifies your subcontracting intentions:

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 5 and No. 6)

_____ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete Section 3, below.)

Section 2.

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

_____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

_____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.

_____ (3) Whether the Proposer will document reasons for rejection or met with the rejected small business to discuss the rejection.

_____ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

Section 3.

SELF-PERFORMANCE JUSTIFICATION

If you responded "No" in SECTION 1, please explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

Signature of Proposer

Title

Date

**ATTACHMENT NO. 3
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE
 HCC PROJECT NO. RFP 14-15 / Job Order Contract (JOC)**

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

 (Name of proposer's company)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on Project #RFP 14-15.

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

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

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

NOTE: This form to be submitted with all Proposal documents for waiver of small business participation. (See Instructions to Proposers)

Signature: _____

**ATTACHMENT NO 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. RFP 14-15**

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

CONTRACTOR	Specify in Detail Type of Work to be Performed	Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				

Business Name: _____ Submitted By (Name): _____
 Address: _____
 Telephone/Fax: _____ Date: _____

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

**ATTACHMENT NO 5
PROPOSERS CERTIFICATIONS
HCC PROJECT NO. RFP 14-15**

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 AND POLITICAL CONTRIBUTIONS COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications/Political Contributions provision set forth in the solicitation. Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyist, or consultants, shall not make a political contribution to a Trustee or candidate during the prohibited communication period as set forth below. 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, debarment, and 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. DISCLOSURE OF OWNERSHIP INTERESTS:

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, 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.

**EXHIBIT 1 - TO ATTACHMENT NO 5
OWNERSHIP INTEREST DISCLOSURE LIST
HCC PROJECT NO. RFP 14-15**

Instruction: Using the following table, please fill in the names of any member of the Respondent's company who is a "Contractor" (as defined in Section 5 above); any person with an HCC interest of 10% or more; and any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

Name	Title	Company Name

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 14-15**

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.

**ATTACHMENT NO 6
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. RFP 14-15**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

Adopted 06/29/2007

Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate.

**ATTACHMENT NO 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 14-15**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College System
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Floor
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of owner ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____
Address: _____

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% (_____)
- Ownership interest of at least \$15,000 or more of the fair market value of vendor (_____)
- Distributive Income Share from Vendor exceeding 10% of individual's gross income (_____)
- Real property interest with fair market value of at least \$2,500 (_____)
- Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: (_____)
 - 1. Ownership interest of at least 10%
 - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
 - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
 - 4. Real property interest with fair market value of at least \$2,500 (_____)
- No individuals have any of the above financial interests (If none go to Section 4) (_____)
- sole proprietorship stock partnership
- other (explain): _____

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (____).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____ %, or
the value of ownership interest \$ _____.

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes _____ No _____

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes _____ No _____

Section 3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

"NOTE: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

State of ____

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

this the _____ day of _____, 201_.

Notary Public for the State of: _____

**ATTACHMENT NO 8
INSURANCE REQUIREMENTS**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: _____

Project Number: _____

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

A	Occurrence/Personal Injury/Advertising		
B.	Products / Completed Operations	\$1,000,000.00	CSL
C.	Annual Aggregate	\$2,000,000.00	CSL
D.	Products Aggregate	\$2,000,000.00	CSL
E.	Fire, Lightning or Explosion	\$1,000,000.00	CSL
F.	Medical Expense	\$5,000.00	Per person

2. Automobile Liability:

	Bodily Injury/Property Damage	\$1,000,000.00	CSL
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3. Workers' Compensation

Part A-	Statutory		
Part B-	\$1,000,000.00	Each Accident	
	\$1,000,000.00	Policy Limits	
	\$1,000,000.00	Each Employee	

4. Endorsements

The following endorsements and other stated information is required on the original certificate of insurance:

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

5. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:

ATTN: Jennifer Chiu, Senior Buyer
Procurement Operations
Houston Community College
PO Box 667517 (MC 1118)
Houston, TX 77266-7517

Note: CSL denotes "Combined Single Limit"