

**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL - COMMODITY**

HCC Proposal No.: RFP-C 19-22	Title: Window and Glass Cleaning Services
Due Date: February 28, 2019 by 2:00pm (local time)	
Issued By: Houston Community College Procurement Operations Department 3100 Main Street, 11 th Floor Houston, Texas 77002	Submit Inquiries To: Art Lopez, Sr. Buyer (713) 718-718-7463 arturo.lopez@hccs.edu

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.

In determining award, selection will be based on evaluation criteria stated in the Texas Education Code 44.031 (b).

1. Instruction

- 1.1 Complete, sign and return Attachment No. 1, Request for Proposal Form, Attachment No. 2 Proposer Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
- 1.2 Your proposal and the prices quoted therein must remain firm for acceptance for a period of ninety (90) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Allowed.
- 1.4 Sealed Proposals shall be delivered to the address noted above by the referenced due date.
- 1.5 HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).
- 1.6 Specifications
 - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
 - (b) If proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your proposal response.
- 1.7 If you wish not to propose, please sign and return the attached Request for Proposal form and include the words "No-Proposal," please provide a brief explanation why you chose not to propose.
- 1.8 Please include a copy of your company's W-9.
- 1.9 Please submit the following attachments, including supplemental documents, with your response at the due date stated above:
 - Attachment No. 1, Request for Proposal Form;
 - Attachment No. 2 Proposer Certifications;
 - Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ);
 - Attachment No. 4 Financial Interests and Potential Conflicts of Interests;
 - Exhibit No. 1 Campus Mapping;
 - Exhibit No. 2 Schedule of Items & Prices Spreadsheet;
 - Exhibit No. 3 Window Cleaning Plan of Service and
 - Exhibit No. 4 HCC Sample Form Services Agreement.

2. Vendor Selection

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. Has its principal place of business in this state; or
 - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

3. General Information

- 3.1 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 proposers.
- 3.2 A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 3.9 - Prohibited Communications and Political Contributions.
- 3.3 Award Approval – this Procurement, any award under this procurement, and the resulting purchase order/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 formal Request for Proposal 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 HCC has issued a legally binding purchase order/contract, which includes, without limitation, the terms required by HCC as set forth in this Request for Proposal.
- 3.4 HCC Contact – any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposers restrict all

contact and questions regarding this Request for Proposal to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

- 3.5 Inquiries and Interpretations – responses to inquiries, which directly affect an interpretation or change to this Request for Proposal, will be issued in writing by addendum (amendment) and all addenda will be posted on the [HCC Procurement Website](#). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the Request for Proposal, and the proposer shall be required to consider and acknowledge receipt of such in their proposal.

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 Request for Proposal Form.

- 3.6 Contract Award – award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposal received, without discussion of such proposers. 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 for award.

- 3.7 Postponement of Proposals Due Date/Time – notwithstanding the date/time for receipt of proposal established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCCs discretion.
- 3.8 Internship Program – HCC is expanding its student internship program. All proposers are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for the items required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected proposer with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career and Job Placement Services at 713-718-6485.

- 3.9 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, respondent, 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 the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the 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, proposer, 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 proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

- 3.10 Drug Policy – HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician’s prescription and in the original container) or alcohol by proposers or contractors while on HCC’s premises is strictly prohibited.

- 3.11 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 proposer 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 proposer employees. The

purchase order/contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

3.12 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.

3.13 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 purchase order/contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting purchase order/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 purchase order/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 31.

3.14 Conflict of Interest – if a firm, bidder, 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. 3, Conflict of Interest Questionnaire Form, and Attachment No. 4, Financial Interest and Potential Conflict of Interests with the proposal package. HCC expects the selected proposer 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. 3 and Attachment No. 4 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 may render your proposal non-responsive.

3.15 Ethics Conduct – any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

3.16 No Third Party Rights – the resulting purchase order/contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Purchase Order/Contract shall create or be deemed to create a relationship between the Parties to this Purchase Order/Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

3.17 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 proposer’s submittal, in writing, of a reason acceptable to HCC.

3.18 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.

3.19 Indemnification – proposer 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 proposer’s negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Proposer 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 Contractor 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 Contractor’s performance under this Agreement.

3.20 Delegation – unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. 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. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all proposals, 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 shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

3.21 Invoice – to facilitate payment, invoices for goods or services delivered in accordance with the resulting purchase order/contract shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm’s name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

3.22 Cooperative Purchasing Agreement - as permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

3.23 W9 Form - Proposer shall include a W9 Form with their proposal submission.

4. Obligations and Waivers

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

THIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY 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 REQUEST.

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 REQUEST, AND/OR ANY 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 RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST 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.

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**ATTACHMENT NO. 1
REQUEST FOR PROPOSAL FORM
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES**

Date:		HCC Proposal No.: 19-22	
Submitted by:		Title:	
Company:		Email:	
Phone:			
Signature:			

1. General Overview

Houston Community College (“HCC”) through this Request for Proposal (“RFP-C”) is seeking proposals for **Window and Glass Cleaning Services**. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Term

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year 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 expirations of the initial term and any successive renewal term.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

The proposer 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 understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the Request for Proposal response as accepted and awarded by HCC. 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.

See the contact list below of HCC Campus Managers and Area Managers in order to arrange and coordinate any campus site visits.

**HOUSTON COMMUNITY COLLEGE
CAMPUS AND AREA MANAGERS**

CAMPUS	ADDRESS (PRIMARY)	CONTACT PERSON	PHONE NUMBER
District			
System (District Bldg.)	3200/3100/3000 Main	Betty Brown	713-718-7577
Central College			
Central	1300 Holman	Debra Robinson	713-718-2703
Central		Keffus Falls	713-718-6615
Willie Gay Hall	1990 W. Airport Blvd.	Charles Whigham	713-718-6637
Coleman			
Coleman	1900 Pressler	Sandra Roman	713-718-7483
Northeast College			
Codwell	555 Community College Dr.	Dr. Abe Bryant	713-718-2169
Northline	8001 Fulton	Raul Ortegon	713-718-8007
Automotive Technology	4638 Airline Dr.	Raul Ortegon	713-718-8007
North Forest	6610 Little York	Michael Frazier	713-718-5795
Acres Homes	630 W. Little York	Donnell Cooper	713-718-2865
Southeast College			
Eastside	6815 Rustic St.	Rose Pena	713-718-7259
Felix Fraga	301 N Drennan St.	Paul Patterson	713-718-2776
Southwest College			
Gulfton	5407 Gulfton Dr.	Tyrone Cross	713-718-7794
Stafford LHUB	10041 Cash Rd.	Dumisani Sayi	713-718-5663
Scarcella	10141 Cash Rd.	Dumisani Sayi	713-718-5663
Fine Arts Bldg.	9910 Cash Rd.	Dumisani Sayi	713-718-5663
Stafford Workforce	13622 Stafford Rd.	Dumisani Sayi	713-718-5663
West Loop	5601 West Loop South	Leslie Sullivan	713-718-7870
Brays Oaks	8855 W. Bellfort	Chandra Smith	713-718-8647
Missouri City	1600 Texas Pkwy	Lillie McIntyre	713-718-2902
Northwest College			
Spring Branch	1010 W. Sam Houston Pkwy.	Hernan Segovia	713-718-5417
Katy Campus	1550 Fox Lake Dr. /	Trenise Sexton	713-718-5753
Alief Hayes Rd.	2811 Hayes Rd.	Jane Perez	713-718-6911
West Houston Institute	2811 Hayes Rd.	Readri Epps	713-718-5348
Alief Continuing Ed.	13803 Bissonnet St.		
AREA MANAGERS			
System/Central Campus & Fannin Warehouse		John Robertson	214-543-1456
Northwest Campuses		Cecil Martin	832-594-1456
Southwest/ Coleman/ North Forest/ Willie Lee Gay Hall		Jesse Patrick	713-539-3088
Northeast / Southeast Campuses		Faybian Pierre	713-539-3152

2. Solicitation Schedule

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
Request for Proposal released and posted to HCC's & ESBD's websites	January 29, 2019
Pre-Proposal Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street (2nd Floor, Seminar Room "A") Houston, Texas 77002	February 12, 2019 at 8:30 a.m. (local time)
Deadline to receive written question/inquiries	February 19, 2019 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	February 22, 2019
Proposal Submittal Due Date and Time	February 28, 2019 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	April, 2019

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Request for Proposal and posted on Procurement Operations web site for your convenience.

3. Scope of Services

The proposer will provide all materials, equipment labor, insurance, supervision, tools, supplies, and other expenses necessary to provide and deliver Window and Glass Cleaning Services.

1. Project Details

- a) Proposer(s) shall provide Services for all HCC locations including those listed on HCC's College Campuses Map. (*Refer to Exhibit No. 1 titled, "Campus Mapping"*)
- b) This solicitation is to provide interior and exterior window and glass door cleaning services once per year and as scheduled on an "as-needed" basis at various location(s) as designated in the solicitation. The scope of service covers the requirements for the Contractor to furnish all labor and material and any other resources required to provide Window and Glass Cleaning Services which includes exterior (outside) and interior (inside) of windows for the Houston Community College System. All services required herein shall be performed in a workman like manner.
Window washing services shall be defined as:
 - Washing perimeter windows (exterior & interior) and some select indoor windows/glass
 - Removal of hard water spots
 - Wiping window sills clean and dry
- c) Window washing will be scheduled as needed with the Facilities Department or Designee. All necessary equipment, tools, supplies, personnel and transportation shall be included in the cost of window washing.
- d) Houston Community College expects all glass to be cleaned as part of this contract. It is the bidder's responsibility to account for all of the glass surfaces by a review of the campuses prior to submitting their bid and also at the time of service(s). Facilities operations personnel may be contacted and available to answer any questions.

- e) Cleaning of all glass shall be done to the satisfaction of the Director of Facilities Maintenance or designee and any glass found to be unacceptable shall be re-cleaned at no additional charge to the college, and until approved by the campus manager.
- f) The Contractor is responsible for accessing all glass to be cleaned. The Contractor is also required to provide all equipment and supplies necessary to complete tasks. The Contractor is responsible for the safety inspection and safe use of any/all Davit, Docking, Lifting or any other systems/equipment that may be used by the contractor to access glass for the purpose of cleaning.
- g) The Contractor shall be responsible for the repairs to any property, equipment or landscape that may be damaged as a result of contractor's negligence.

2. Mandatory Requirements/Conditions

- a) Proposer(s) shall provide at their own expense all equipment, labor, supervision, materials, supplies, and tools to perform all Services required under this RFP, including equipment to facilitate Services for windows of all heights (e.g. lifts). Proposer(s) shall provide documentation to HCC that lift operators are properly trained and/or certified to operate the equipment should any lift equipment be utilized.
- b) Proposer(s) shall ensure that all of its employees comply with all Occupational Safety and Health Administration (OSHA), state and city safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the Services (Reference OSHA.gov and EPA.gov).
- c) Proposer(s) shall utilize equipment and cleaning chemicals that will not cause damage to window frames, building exterior, or any surrounding materials including plants ("Appropriate Products"). Any pre-existing damage shall be reported to HCC prior to services taking place.
- d) A Material Safety Data Sheet (MSDS) must be provided to the Safety Department of HCC for any chemical used. HCC reserves the right to reject the use of any given product.
- e) Proposer(s) must be able to respond to requests for Services from HCC within 72 hours.
 - HCC will arrange the exact date and times for Services.
 - Services must be available on schedules such as annually, semiannually, quarterly, monthly, or as needed, as applicable.
- f) Proposer(s) shall clean all surfaces using the Appropriate Products to obtain a uniformly bright surface that is free of drips, streaks, residue, smudges, smears and foreign material, including hard water spots and bird droppings. HCC shall be allowed to perform inspections upon completion of Services. Payment will not be made until Services are completed to the satisfaction of HCC.
- g) Proposer(s) shall remove all moisture on the window sills and frames with a clean cloth.
- h) Proposer(s) shall remove any adhered hydrophobic solid with the use of an appropriate cleaning agent.
- i) Proposer(s) shall remove all equipment, materials, and supplies from the work areas at the end of the workday.
- j) Proposer shall provide uniforms and ID badges for all employees working on HCC property.

No employee of the Proposer will be allowed on HCC properties out of uniform or without an ID badge.

- k) Proposer(s) shall coordinate the location of services and any key issuance needed with HCC Facilities Operations Department if working within or on any educational or general buildings.

3. Preferred Requirements/Conditions

- a) HCC would prefer that Proposer(s) have at least five (5) years of experience in providing services for similar buildings and facilities.
- b) Proposer(s) should document in their proposal whether they provide environmentally friendly or “green” alternatives to the use of harsh chemicals.

4. Contractor’s Lead Personnel

- a) The identity and contact information of the lead worker must be provided to the Director of Maintenance upon award of contract. The lead worker must be available for contact by the Facilities Department at all times while on campus.
- b) The Contractor's designated lead worker must not be changed for the duration of the contract unless agreed upon in writing by the contractor and Houston Community College Facilities Department and Procurement Operations Contract Administration.

5. Contractor’s Employees

- a) Contractor’s employees must maintain a courteous and respectful attitude toward the public, their fellow workers and supervisors at all times. At no time shall there be any soliciting or requesting of gratuities of any type. Workers must act appropriately and professionally at all times. Offensive language, gestures or actions while on campus are not acceptable. The Facilities Department may require the contractor to reassign any employee the Facilities Department deems incompetent, careless, insubordinate, or otherwise objectionable to work on campus.
- b) No employee convicted of theft, assault, sex offense or drug use/possession/sale shall be allowed to work on the campus. The Contractor is strictly prohibited from allowing a person with these types of convictions to perform work under this contract. After award and immediately upon receipt of such conviction information, the Contractor shall not allow that employee to provide service under this contract and will notify the College of that employee’s change of status in writing. Verification of criminal background checks shall be made available to the College upon request.
- c) When performing service under this contract, Contractor employees will wear official company-logo uniforms and wear official company logo ID photo-badges displaying the employee’s full name that is visible to someone standing in front of the employee. Employees should drive official company vehicles with company logo.

6. Unauthorized Personnel/Animals

- a) The Contractor will provide to the College a list of authorized employees who will perform services under this contract who have been properly trained, who have not been convicted of a theft, assault, sex offense or drug use/possession/sale, and who are over eighteen (18) years of age. The list will be kept current at all times.
- b) At no time during the performance of this contract will unauthorized personnel accompany

Contractor employees on the job. Unauthorized personnel describes any persons not on the above described list including children, relatives, and friends. Contractor employees will not bring animals onto College property or into College buildings and will not leave their animals in their vehicles while working at the College.

7. Supervision and Inspections

- a) The Contractor or appointed lead worker will provide adequate supervision at all times while any Contractor employees are on the College's property in the performance of this contract. The Contractor/lead worker will provide this on-site supervision for security purposes and to assure that all services are performed appropriately.
- b) The Contractor/lead worker will inspect all work done to verify that the window cleaning performed complies with requirements.
- c) A checklist will be provided by the Contractor containing all windows that have been cleaned and inspected. Each building on the checklist is to be initialed by the cleaner when the cleaning is complete.
- d) The Contractor/lead worker will sign the checklist and submit via email to the College's Facilities Department for work verification. This shall be done within two (2) hours of cleaning completion.
- e) The Contractor/lead workers will note on the checklist any maintenance or safety problems regarding windows such as broken glass or locks which are identified while cleaning or performing the checklist inspection. Using the checklist submitted by the Contractor, an inspection will be made by the Facilities Department. The Contractor will be called back at no cost to the College to remedy any deficiencies noted.
- f) Payment will be withheld until cleaning is satisfactorily completed and the Facilities Department signs off on the satisfactorily completed work.

8. Equipment

- a) The Contractor will furnish all cleaning equipment and supplies as needed, as well as, any equipment required to carry out the scope of work. The Contractor must have the ability to provide boom truck for certain facilities as needed. The Contractor must have extension ladders and extension poles for high work.
- b) A list of chemicals to be used in the performance of these services shall be submitted to the HCC Safety Department of Facilities Department for written approval prior to any cleaning taking place. Safety Data Sheets (SDS) shall be provided for each and every chemical approved for use by the College in the course of this service.
- c) The Contractor must get approval from the Facilities Department to place any equipment on sidewalks. If equipment is used and positioned off of sidewalks, Contractor must supply and strategically place construction decking of sufficient strength to protect all areas where equipment will be driven/placed. Plywood, if used, shall be at least ¾" thick.
- d) The Contractor will leave the premises in the same condition as found. Trash or debris generated by the Contractor will be completely removed from the College campus before completion of the job.
- e) The College will not be responsible for materials, equipment, or supplies that are left on any Houston Community College campus.

9. Building Access and Security

- a) No work is to be done without prior scheduling. The contractor shall work standard business hours (Monday through Friday, 7:00 AM to 5:00 PM) unless otherwise requested and approved.
- b) Any work that could possibly disrupt the flow of foot traffic on campus may be scheduled during off-hours. The Contractor is responsible for identifying off-hour work requirements prior to beginning the work. Off-hours are all hours including holidays that are not standard business hours.
- c) The Contractor must immediately notify the Facilities Department of any situations that present a safety issue. The Contractors will be provided the office and cell phone numbers of required Facilities Department personnel.

10. Storage

Houston Community College will not provide storage of any of the Contractor's materials, equipment and supplies.

11. Damage

- a) The College shall not be responsible for damage or loss to Contractor's equipment and materials on College property.
- b) The Contractor shall be responsible for the repair of any property damage caused by the Contractor's equipment or personnel. Wherever any existing material, equipment or appurtenances are damaged by the Contractor or by the Contractor's failure to provide proper and adequate protection, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include but are not limited to, buildings, vehicles, roads, parking lots, street lights, curbs, sidewalks, fences, lawns, irrigation or plumbing equipment, plantings, trees, signs, and refuse containers. The decision to repair or replace shall be at the sole discretion of the College's Facilities Department.
- c) Items that are damaged by the Contractor that the College's Facilities Department deems replaceable shall be paid for by the Contractor at replacement cost for the item. In order to minimize damage, the Contractor is expected to drive and park only where vehicles are normally allowed.
- d) Injuries to any person, prior damage not caused by the Contractor, and damage caused by the Contractor to College property, the property of College residents, College staff, or any property not belonging to the Contractor must be reported immediately to the College's Facilities Department.
- e) Payment for window cleaning services will be withheld until all repairs are completed.

12. Lost and Found and Safety

- a) Anything of value found by the Contractor while performing services under this contract must be returned to the Facilities Department.
- b) The Contractor must immediately notify the Facilities Department of any situations that present a safety issue.

13. Parking

The successful Contractor is required to park in designated parking spaces while on the College campus, and adhere to HCC's parking policies. Any citations received by the Contractor for failing to abide by the parking regulations shall be the Contractor's responsibility to pay.

a) Contractor to Comply with Laws

In the performance of this contract, the Contractor agrees that all service must be performed in accordance with all government regulations and agrees to abide by all OSHA rules and regulations and all other existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed. The Contractor also agrees to handle the disposal of toxic and hazardous materials and waste according to federal, state and local regulations.

- b) The Contractor must ascertain, observe and comply with all rules and regulations in effect on the work site including but not limited to parking, traffic laws, use of walks, security restrictions, hours of allowable ingress and egress.

14. Inclement Weather

- a) In the event of inclement weather conditions effects the likelihood of providing glass and window cleaning services during the performance of the Scope of Work, work schedule must be continued later the same day, or as soon as conditions permit.

- b) The Contractor shall not perform window/glass cleaning services during inclement weather conditions and must work with the individual campus manager to reschedule the work.

15. Specification

Quality of Work:

- a) Windows shall be washed clean and free of steaks, smears, and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows.
- b) Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by the building representative.
- c) Windowsills shall be washed clean and all drippings wiped dry.

Note: The Contractor will not be responsible for any stain or scratches etched or embedded in the glass, unless such is caused by the Contractor's employees.

16. Quality Measures

- a) All workmanship and materials delivered by Proposer(s) to HCC are subject to inspection and approval by HCC.
- b) If for any reason HCC is not satisfied with the Services, Proposer(s) shall resolve the problem with no additional charge.

16.1 Warranty of Services

- a) **Definitions:** "Acceptance" as used in this clause, means the act of an authorized representative of HCC's Facilities Maintenance Director and/or designee by which HCC

assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.

- b) **“Correction”** as used in this clause, means the elimination of a defect.
- c) Notwithstanding inspection and acceptance by HCC or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. HCC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by HCC. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to HCC, or (2) that HCC does not require correction or re-performance.
- d) If the Contractor is required to correct or re-perform, it shall be at no cost to HCC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, HCC may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to HCC thereby, or make an equitable adjustment in the Contract price.
- e) If HCC does not require correction or re-performance, HCC shall make an equitable adjustment in the contract price.

17. Additions and Deletions

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar locations and/or services to the list of locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a fee equal to their normal and customary charges or rates for the locations and/or services requested.

18. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of glass windows and entrance doors cleaning services during the term of this contract. The quantities may vary depending upon the actual needs of the College. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

19. Window Cleaning Plan of Service (Refer to Exhibit No. 3)

- a) The Contractor shall be required to develop a site-specific service and emergency recovery plan for each location to be cleaned. Location refers to a specific area, such as a building where the Contractor will clean windows. The Contractor does not have to develop a separate plan for each side or face of a building unless conditions vary greatly from one side or area to another.
- b) A copy of this plan must be submitted to the Project Manager prior to services being provided and must be kept at the worksite during the entire cleaning operation.

20. Compliance with Applicable Laws and Regulations:

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

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Service Locations Detail

1. Service Area Locations

The Contractor shall perform window cleaning services at the facilities listed herein as follows:

A. System Administration Building & Parking Garage Building (3100 & 3220 Main Street, Houston Texas 77002). **Bi-Monthly Cleaning Services (every other month)**

Frequency: Bi-Monthly Cleaning Services

Schedule: First week of each month for First and Second floors

1. System Administration Building – 3100 Main:

Clean the perimeter windows and glass doors (interior and exterior) on the entire first and second floors, work should include detail cleaning of all window and door frames and windowsills.

a) First Floor Service to Include:

All glass located at the entrance doors facing Elgin Street, Main Street and Travis Street. All brown colored glass panels between the first and second floors cleaning/washing of the “Brown Wrapped Columns” and exterior Vents throughout the perimeter of the building.

b) Second Floor Service to Include:

All windows located inside the detached auditorium (interior and exterior) - (area located within the metal perforated panels) *Note: exterior windows are accessed via a door inside the auditorium.*

2. Sky Bridge:

Clean windows (interior and exterior) on the walk-way bridge between the main building and parking garage includes both sliding glass doors, cleaning of the Columbia blue colored glass (exterior) above and beneath the windows on the walk-way bridge. Include white support beams & landing under sky bridge & white panels under sky bridge sliding glass doors.

Note: This is a heavy traffic area during weekdays, it is not recommended that lane closures occur during peak times Monday-Friday, 7:00 am to 6:00 pm.

3. Parking Garage 1st Floor and Elevator Landings:

Clean the perimeter windows (interior and exterior) on the entire first floor of 3220 Main Parking Garage – includes 1st floor elevator lobby windows and doors.

a) Additional areas in the Parking Garage Building includes:

1) International Students Suite (glass inside suite)

- Sliding door;
- Front lobby area, interior glass panel to the left side as you enter (both sides)

b) Elevator Landings: second floor through seventh floor (2nd-7th levels, both interior and exterior): Windows on each elevator landing, including the windows to the side, facing Elgin Street. Windows remain locked and **VENDOR MUST** obtain key from Manager upon arrival.

B. Annual Cleaning Services:

Frequency:

- Exterior and Interior cleaning services required once a year.

1. **System Administration Building** (3100 Main Street, Houston Texas 77002)
Clean the perimeter windows and glass doors throughout the building floors to include, the smoke glass panels directly beneath the windows floors 3 through 12.
2. **Central College**
 - a) San Jacinto Building: (1300 Holman Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
 - b) Learning Hub: (1215 Holman Street, Houston, TX 77004) contact person
Clean all perimeter windows and glass doors throughout the building floors 1 to 4.
 - c) Veteran Affairs Building: (1215 Holman Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building on the 1st floor.
 - d) Business Career Center Building: (1215 Holman Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
 - e) Jew Don Boney Building: (1215 Holman Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
 - f) Fine Arts Building: (3517 Austin Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
 - g) Heinen Building: (3517 Austin Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.
 - h) Theater One Building: (3517 Austin Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
Clean all the crosswalk windows between Theater One and Heinen Buildings.
Note: Do not walk on glass on top of roof.
 - i) Staff Instructional Services Building: (3821 Caroline Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.
Note: Restricted Area arrangements must be made prior to cleaning.
 - j) Educational Development Center: (3214 Austin Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.
 - k) J. B. Whitely Building: (1301 Alabama Street, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.
 - l) 3601 Fannin Building:
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.
 - m) Culinary Arts Building: (1401 Alabama St., Houston, TX 77004) Clean all perimeter windows and glass door throughout the building floors 1-2.

3. Central South Campus

- a) Willie Gay Hall: (South Campus, 1900 Airport, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building on the first floor. Also, Clean sky light interior annually.
- b) Workforce Building: (South Campus, 1900 Airport, Houston, TX 77004)
Clean all perimeter windows and glass doors throughout the building floors 1 to 2.

4. Coleman College

- a) Coleman Building: (1900 Pressler Street, Houston, Texas 77030)
Clean perimeter windows and glass doors throughout the building floors 1 to 5.
Crosswalk/Sky Bridge: Clean the windows interior and exterior on the walk-way bridge between the main building no.1 and new building no.2 includes both sliding glass doors.
- b) Coleman Tower: (1919 Pressler Street, Houston, Texas 77030) Clean perimeter windows and glass doors throughout the building all floors 1 to 10.

5. Northeast College

- a) Northeast Campus: (555 Community College Drive, Houston, Texas 77013)
Clean perimeter windows and glass doors throughout the buildings at the following locations:
 - Codwell Hall-Building 1: floors 1 through 3.
 - Roland Smith Bldg.: (Bldg. 2) floor 1 to 2.
 - Science & Technology Bldg.: floors 1 to 3.
 - Learning HUB: floors 1 to 3 and includes elevator glass
- b) Automotive Technology Training Center: (4638 Airline, Houston, Texas 77022)
 - Building A - Clean perimeter windows and glass doors throughout the building floors 1 to 2 of Building A.
 - Building B - Clean the entrance doors only at Building B.
- c) Northline Bldg. "A": (8001 Fulton, Houston, Texas 77022)
Clean perimeter windows and glass doors throughout the building floors 1 to 4.
Note: Includes cleaning all windows behind metal panels and patio areas on all floors
- d) Parking Garage Bldg. "B": (8001 Fulton, Houston, Texas 77022)
Clean perimeter windows interior and exterior 1st floor throughout the building
- e) Academic Workforce Bldg. "E": (8001 Fulton, Houston, Texas 77022)
Clean all perimeter windows and glass doors throughout the building floor 1-2.
- f) North Forest: (6010 Little York Rd, Houston, TX 77016)
Clean perimeter windows and glass doors on the first floor.
- g) North Forest Academic Bldg.: (6010 Little York Rd, Houston, TX 77016)
Clean perimeter windows and glass doors on the first floor.

- h) North Forest Automotive Bldg.: (6010 Little York Rd, Houston, TX 77016)
Clean perimeter windows and glass doors on the first floor.
- i) North Forest Workforce Bldg.: (6010 Little York Rd, Houston, TX 77016)
Clean perimeter windows and glass doors on the first floor.
- i) Acres Homes: (630 W. Little York, Houston, TX 77091)
Clean perimeter windows and glass doors on the first floor.

6. Southeast College

- a) Felix Morales Building: (6815 Rustic Dr., Houston, Texas 77087)
Clean perimeter windows and glass doors throughout the building floors 1 to 3.
- b) Angela Morales Building: 6815 Rustic Dr., Houston, Texas 77087)
Clean perimeter windows and glass doors throughout the building floors 1 to 3.
- c) Crosswalk- Felix & Angela Morales Buildings:(6815 Rustic Dr., Houston, Texas 77087)
Clean all perimeter crosswalk windows between the two buildings.
- d) Learning Hub Building: 6815 Rustic Dr., Houston, Texas 77087)
Clean perimeter windows and glass doors throughout the building floors 1 to 3.
- e) Work Force: 6815 Rustic Dr., Houston, Texas 77087)
Clean perimeter windows and glass doors throughout the building floors 1 to 3.
- f) Workforce II: 6815 Rustic Dr., Houston, Texas 77087
Clean perimeter windows and glass doors throughout the building.
- g) Student Life Center: 6815 Rustic Dr., Houston, Texas 77087)
Clean perimeter windows and glass doors throughout the building.
- h) Parking Garage: (6815 Rustic Dr., Houston, Texas 77087)
Parking garage 1st floor office/classroom space. Clean perimeter interior and exterior windows and glass throughout the building.
- i) Felix Fraga Bldg.: (301 North Drennan, Houston, Texas 77003)
Clean perimeter windows and glass doors throughout the building floors 1 to 3.
- j) STEM Workforce Bldg.: (301 North Drennan, Houston, Texas 77003)
Clean perimeter windows and glass doors throughout the building on all floors 1 to 2.

7. Northwest College

- a) Katy Campus: (1550 Foxlake Drive, Houston, TX 77084)
Clean all perimeter windows and glass doors, throughout the building floors 1 to 3,
Include, Skylight cleaning during the 1st & 3rd Quarterly cleaning.
- b) Spring Branch Campus – Main Building:(1010 W. Sam Houston Parkway North, Houston, TX 77043)
Clean all perimeter windows and glass doors throughout the building on the first floor and

includes second area high windows.

- c) Spring Branch Campus – Science Hall Building: (1050 W. Sam Houston Parkway North, Houston, TX 77043)
Clean all perimeter windows and glass doors throughout the building on the first floor.
Includes, bookstore and delicatessen (retail space).
- d) Spring Branch Campus – Performance Art Center: (1060 W. Sam Houston Parkway North, Houston, TX 77043)
Clean all perimeter windows and glass doors throughout the building on the first floor.

(Note: Spring Branch Campus all three (3) buildings have high level windows on front side, these windows are to be included.)

- e) Alief Continuing Education Center: (13803 Bissonnet, Houston, Texas 77083)
Clean all perimeter windows and glass doors throughout the building.
Clean skylight annually (interior and exterior).
- f) Alief Campus: Workforce: (13803 Bissonnet, Houston, TX)
Clean all perimeter windows and glass doors throughout the building.
- g) Alief Campus: (2811 Hayes Road, Houston, Texas 77082)
Clean all perimeter windows and glass doors throughout the building, All Floors 1 -4
Including, the loading dock windows
- h) Parking Garage: (2811 Hayes Road, Houston, Texas 77082)
Clean all windows and glass doors throughout the parking garage.
- i) West Houston Institute: (2811 Hayes Rd. Houston, TX 77082)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.
- j) Alief Early College High School Bldg: (2811 Hayes Rd. Houston, TX 77082)
Clean all perimeter windows and glass doors throughout the building floors 1 to 3.

8. Southwest Campuses

- a) West Loop Center: (5601 West Loop South, Houston, Texas 77081)
Clean perimeter windows and glass doors throughout the building floors 1 to 2 and above EFIS walkway.
- b) Parking Garage: (5601 West Loop South, Houston, Texas 77081)
Clean all perimeter windows and glass throughout the building 1st floor.

- c) Gulfton Center: (5407 Gulfton, Houston, TX 77081).
Clean perimeter windows and glass doors throughout the building floors 1 to 2.
- d) Scarcella Bldg.: (10141 Cash Road, Stafford, TX 77477).
- Clean perimeter windows and glass doors throughout the building including the courtyard windows.
 - Clean entrance windows at the front of building.
 - Clean front entrance hallway gable panels.
- e) Learning Hub Building: (10041 Cash Road, Stafford, TX 77477).
- Clean perimeter windows and glass doors throughout the building floors 1 to 3 including the courtyard windows.
 - Clean entrance windows at the front of building.
- f) Fine Arts Building: (9910 Cash Road, Stafford, TX 77477).
Clean perimeter windows and glass doors throughout the building.
- g) Workforce: (13622 Stafford Rd, Stafford TX, TX 77477).
Clean perimeter windows and glass doors throughout the building.
- h) Brays Oaks Campus: (8855 West Belfort, Houston, TX 77031).
Clean perimeter windows and glass doors throughout the building floors 1 to 2. Includes glass/windows behind gable panels.
- i) Missouri City Campus: 1600 Texas Parkway Dr. 77489.
Clean all perimeter windows and glass doors throughout the building floors 1 to 2. Includes glass/windows behind gable panels.

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Section 2 – Price Proposal

1. Delivery

Delivery locations or physical addresses for the delivery of goods and services ordered by or for a particular department will be specified on each individual Purchase Order.

2. Pricing:

I have received and thoroughly examined the specifications and work schedule and have visited and examined the work sites. I have also received and considered all solicitation amendments as posted on the solicitation website and have included those provisions in my Proposal.

I understand the work to be done as provided in the Scope of Services and specifications. I further understand that the work is subject to the review and approval of Houston Community College System and submit the following Proposal.

NOTE: Proposer shall insert annual cost below as indicated on Exhibit 2 – Schedule of Items & Prices Worksheet.

	GROUP TOTALS
Group 1 Total:	\$
Group 2 Total:	\$
Group 3 Total:	\$
Group 4 Total:	\$
Group 5 Total:	\$
Proposed Annual Grand Total:	\$

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual group or combination of groups. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to make a single award and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

Price Proposal Signature

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

If the offer is being made under any cooperative contract please list the following information that your proposal is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	

Cooperative Contract Term	
Cooperative Contract Website link:	

3. Additional Requirements

- If the offer being made is under any existing cooperative contract please specify the Cooperative Contract Name & Number: _____
- Proposer accepts payment using a purchasing card (MasterCard) at no additional fee:
Yes _____ No _____.
- Proposer accept a site visit to inspect the items being proposed: Yes _____ No _____.

4. Discount for Prompt Payment

Net 10 Calendar days _____% Net 20 Calendar days _____%

5. Delivery of Invoices

All invoices shall referenced the governing Purchase Order (PO) number and be sent to the following location via email to accounts.payable@hccs.edu

6. Certification

By submitting this Request for Proposal response, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Proposal.

7. 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 certified 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.

A list of HCC recognized SBE Certifications may be found at <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>

ATTACHMENT NO. 2
PROPOSER CERTIFICATIONS
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Proposer 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 Proposer, 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, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

6. PROHIBITED CONTRACTS/PURCHASES:

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

7. HOUSE BILL 89 ACKNOWLEDMENT:

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking

any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8. SENATE BILL 252 ACKNOWLEDGE:

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

9. DIVESTMENT STATUTE LISTS:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

10. CERTIFICATE OF INTERESTED PARTIES FORM

Beginning January 1, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented

to the Board of Trustees for approval. For a list of Frequently Asked Questions you can go to:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The form must be submitted at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
 - *The values of the contract cannot be determined at the time the contract is executed; and
 - *any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

11. CRIMINAL BACKGROUND CHECK

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

12. DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

13. EQUAL OPPORTUNITY EMPLOYER (EOE)

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

14. NON COLLUSION STATEMENT

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business

prior to the official opening of this proposal.

15. DELINQUENT FRANCHISE TAXES CERTIFICATION

As required by §2252.903, Government Code, proposer's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2019.

Notary Public of the State of: _____

**EXHIBIT 1 - TO ATTACHMENT NO. 2
OWNERSHIP INTEREST DISCLOSURE LIST
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES**

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 ownership interest of 10% or more; and any Subcontractor listed on the “Contractor and Subcontractor Participation Form.”

Name	Title	Company Name

Company Name: _____

Authorized Company Representative: _____

Authorized Representative’s Title: _____

Authorized Representative’s Signature: _____

Date: _____

If **NO** Ownership Interest Discloser has been stated above, check

Balance of page intentionally left blank.

EXHIBIT 2 - TO ATTACHMENT NO. 2
PROHIBITED CONTRACTS/PURCHASES
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES

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, contractor, 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. 3
CONFLICT OF INTEREST QUESTIONNAIRE
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate “Not Applicable”, if appropriate. Please sign and date.

ATTACHMENT NO. 4
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
RFP-C 19-22 – WINDOW AND GLASS CLEANING SERVICES

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:

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 HCC (“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) | (_____) |

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: PROPOSER 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."

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2019.

Notary Public of the State of: _____

EXHIBIT NO. 1

HCC PROJECT NO. RFP-C 19-22

CAMPUS MAPPING

(Provided as Separate Exhibit 1 to RFP)

EXHIBIT NO. 2

HCC PROJECT NO. RFP-C 19-22

SCHEDULE OF ITEMS & PRICES WORKSHEET

(Provided as Separate Exhibit 2 to RFP)

EXHIBIT NO. 3

HCC PROJECT NO. RFP-C 19-22

WINDOW CLEANING PLAN OF SERVICE

(Provided as Separate Exhibit 3 to RFP)

EXHIBIT NO. 4

HCC PROJECT NO. RFP-C 19-22

HCC SAMPLE FORM SERVICES AGREEMENT

(Provided as Separate Exhibit 4 to RFP)